

**ACCESS PAYSUITE PAYMENT PRODUCTS
STANDARD TERMS AND CONDITIONS**

BACKGROUND

1. We are a provider of Access Payment Products and You wish to be provided with certain Access Payment Products.
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 Payment Products by Us to You.

PARTIES

This Agreement is between:

1. **You**, being the Company as set out in the relevant Statement of Work, and
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** in this Agreement shall be interpreted as referring to each of us either jointly or severally as the case may be).

THIS FRAMEWORK AGREEMENT COMPRISES OF

1. The Statement of Work(s);
2. Any Application Documents We provide to You in relation to an Access Payment Product; and
3. These Terms and Conditions, being:
 - a) Background, Parties, Definitions and Interpretations
 - b) **Schedule 1: Core Terms** these govern the relationship between Us and You across any Access Payment Product.
 - c) 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:
Schedule 2: Access PaySuite Ignite, Evolve and Evolve Risk
Schedule 3: Access PaySuite Accelerate
Schedule 4: Access PaySuite EDD
Schedule 5: Access PaySuite Direct Credit
Schedule 6: Access PaySuite Pay360
 - d) **Schedule 7: Data Processor Terms** these govern the processing of personal data by Us in relation to any Access Payment Product.

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 Payment Products	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) Ignite, Evolve and Evolve Risk, (ii) Accelerate; and (iii) PaySuite eDD;
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;
Application Documents	means an application documents for an Access Payment Product 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 an Access Payment Product;
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;
Business Days	means Monday to Friday excluding bank holidays and public holidays in England;

Confidential Information	means any information, however conveyed or presented that relates to the business, affairs, operations, Yours, 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 clearly 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 effect to 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 Network or regulatory body);
Notice	means in accordance with clauses 19.13 and 19.14;
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 Network	means Visa, MasterCard (including Maestro), American Express, Diners Club International, Discover, JCB, China Unionpay and any other card scheme We approve for card payment acquiring, and (in relation to direct debits) BACS, and (in relation to Alternative Payment Scheme Transactions) any Alternative Payment Scheme;
Payment Network Rules	means the set of bylaws, rules, regulations, operating regulations, procedures and waivers issued by (or formed in relation to) a Payment Network, including any amendment, addition or replacement over time and, in relation to BACS, the BACS Rules;
PSRs	means the Payment Services Regulations 2017;
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;
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;

Specification	means (if any) each specification for the Access Payment Product(s) as set out in the relevant Documentation and/or the Statement 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;
Thresholds	means any thresholds for use of any Access Payment Product set out in a Statement of Work;
Transaction Data	means transaction and/or personal data relating to any payment facilitated by the Services;
We (Us, Our)	has the meaning given in the Parties section (above); and
You (Your)	has the meaning given in the Parties section (above).

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.

SCHEDULE1: ACCESS PAYSUITE 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 this Agreement, 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 Payment Products 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 Payment Products is governed exclusively by this Agreement and not by any other terms and conditions in place between You and 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 12
- 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 Payment Products, 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 on execution by authorised signatories from each party and the Effective Date shall be deemed to be the date on which You executed the Statement of Work or as such other date as set out on the Statement of Work.

3. PROVISION OF OUR SERVICES – CONDITIONS PRECEDENT

- 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 8; and
 - 3.1.5. Your business meeting the merchant acceptance criteria which We apply to Your business.

4. YOUR 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 Network 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.
- 4.3. You must only submit, to Us, or via an Access Payment Product, 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 Network 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 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

5. USE OF ACCESS PAYMENT PRODUCTS

- 5.1. You acknowledge that any Access Payment Product is provided on an “as is” basis and has not been prepared to meet Your individual requirements. It is Your responsibility to ensure each relevant Access Payment Product meets Your requirements.
- 5.2. The right to use (whether by licence or otherwise) an Access Payment Product 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.
- 5.3. You acknowledge that the use of Access Payment Products may be restricted by Thresholds if specified in the relevant Statement of Work. In the event of the excess usage above a Threshold, We will invoice You for the excess usage from the time the excess usage commenced in accordance with the prevailing rates.
- 5.4. 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.
- 5.5. You shall designate one contact and one alternate as the responsible party for communication with Us during any term of this Agreement (**Your System Administrator**). You may amend Your System Administrator by notice to Us from time to time.
- 5.6. You shall ensure that each Authorised User shall, as a condition of being granted access to an Access Payment Product, 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.
- 5.7. 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.
- 5.8. 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.
- 5.9. 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 an Access Payment Product which are intended by the parties to be configured by You.
- 5.10. 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 an Access Payment Product.
- 5.11. 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.
- 5.12. Where Third Party Software is provided under this Agreement, We shall provide such software to You under the software licence terms provided by the third-party licensor of such software. Upon notification from Us, which We may do from time to time, You undertake to comply with the terms of any End User Licence Agreement for Third Party Software in relation to Third Party Software.

6. FEES AND PAYMENT

- 6.1. 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.
 - 6.2. 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).
 - 6.3. All Fees and other charges are exclusive of VAT which will be added (if applicable) at the appropriate rate.
 - 6.4. We have the right to increase all Fees annually.
7. We reserve the right to suspend the supply of and/or access to the Access Payment Products 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 overdue amounts at a rate of 4% per annum above the base rate of HSBC Bank Plc from time to time.
8. We shall provide You with upgrades relating to the Access Payment Products 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.

9. SET-OFF

- 9.1. 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.
- 9.2. Our rights of set-off shall be in addition to any other rights or remedies (howsoever described) under this Agreement or under Applicable Law.
- 9.3. 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.
- 9.4. 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.

10. SECURITY AND GUARANTEES

- 10.1. 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.
- 10.2. Without limiting clause 9.1, 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.

- 10.3. We may charge You Our reasonable administration and external costs (including legal fees) in connection with Us exercising Our rights under this clause 9.

11. INDEMNITY

- 11.1. 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:
- 11.1.1. 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 9;
 - 11.1.2. Your breach of this Agreement, Applicable Law or any applicable Payment Network Rules;
 - 11.1.3. 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;
 - 11.1.4. any fraud on Your part or of any person acting on Your behalf;
 - 11.1.5. 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 Network Rules; and/or
 - 11.1.6. any security breach, compromise or theft of any Transaction Data held by You or on Your behalf (other than by Us).

12. WARRANTIES

- 12.1. As at the Effective Date, daily throughout the term of this Agreement, You warrant that:
- 12.1.1. 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 Network Rules;
 - 12.1.2. 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;
 - 12.1.3. 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;
 - 12.1.4. 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;
 - 12.1.5. 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;
 - 12.1.6. all information You provide or have provided to Us in connection with this Agreement, including in the Application Documents, is true, accurate, and complete;
 - 12.1.7. 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
 - 12.1.8. carrying out the terms of this Agreement will not cause You to breach any other enforceable agreement(s) to which You are party.
 - 12.1.9. You conduct Your business in line with good business practice and in a fair and ethical manner.
- 12.2. 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

13. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

- 13.1. You acknowledge that all Intellectual Property Rights (including any new Intellectual Property Rights) arising out of or in connection with the Access Payment Products, associated Documentation or any materials created by or on behalf of Us for You, belong at all times to Us or Our licensors.
- 13.2. Nothing in this Agreement shall transfer any Intellectual Property Rights in or arising from Access Payment Products 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 as expressly stated in this Agreement or the relevant Statement of Work. If, notwithstanding this, any Intellectual Property Rights in or arising from the Access Payment Products 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.
- 13.3. You acknowledge that relicensing, distributing or copying any of our Intellectual Property Rights or any aspect of the Access Payment Products in whole or in part is strictly forbidden.
- 13.4. If any claim that any Access Payment Product infringes the Intellectual Property Rights of any third party is alleged or threatened against either You or Us, or if We believe that the Access Payment 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 Payment 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 Payment Product; or (iii) terminate this Agreement and/or the affected Statement of Work.
- 13.5. You understand that delivery of the Access Payment Products may involve use of software owned by Us or third parties under licence agreements with Us. You agree to abide by any additional terms We notify You of governing the use of any such software and the following in relation to Your use of any such software:
- 13.5.1. You shall not cause or permit reverse engineering, disassembly or decompilation of any software provided by Us (other than as permitted by Applicable Law), or use such software outside the scope of this Agreement or the relevant Statement of Work;

- 13.5.2. title to software provided by Us shall not pass to You;
- 13.5.3. You may use the software only in object code form;
- 13.5.4. upon termination of this Agreement or the relevant Statement of Work, You shall cease using the software; and
- 13.5.5. if You infringe any Intellectual Property Rights of any supplier of software, such software supplier shall have the right to enforce its Intellectual Property Rights with respect to the software directly against You.

14. TERMINATION AND SUSPENSION

- 14.1. 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, fails to 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.
- 14.2. Either party may terminate this Agreement with immediate effect on Notice if the other party is subject to an Event of Insolvency.
- 14.3. 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 copied to any email address specified for this purpose, or for notices generally, in the relevant Statement of Work.
- 14.4. 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.
- 14.5. 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:
 - 14.5.1. We also have a right to terminate under any of clauses 12.1-12.3 above;
 - 14.5.2. You fail to pay any Fees or amounts owing to Us when due;
 - 14.5.3. We become entitled to terminate for a material breach, any other agreement We have with You;
 - 14.5.4. any warranty listed in clause 10 is untrue or inaccurate in any respect;
 - 14.5.5. there is a withdrawal or termination of any licence, permission or authorisation required to operate Your business;
 - 14.5.6. 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;
 - 14.5.7. You fail to comply, or We reasonably suspect You will fail to comply with, Applicable Law or any applicable Payment Network Rules;
 - 14.5.8. We become aware of, or reasonably suspect, fraud or fraudulent activity;
 - 14.5.9. any Payment Network or any regulator, requests that this Agreement or any Statement of Work or Service is terminated; or
 - 14.5.10. You undergo a change of Control or a sale or other disposal of any substantial division or part of Your business.
 - 14.5.11. a third party ceases to provide a third party product or service, procured by You through Us,
- 14.6. 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:
 - 14.6.1. there is a threat or attack on the Access Payment Product or Services;
 - 14.6.2. 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;
 - 14.6.3. You, or any of Your Authorised Users, is using the Access Payment Product or Services for fraudulent or illegal activities;
 - 14.6.4. 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;
- 14.7. 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.
- 14.8. Upon termination of this Agreement or any Statement of Work in whole or in part for any reason:
 - 14.8.1. 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
 - 14.8.2. 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.

15. CONFIDENTIAL INFORMATION

- 15.1. 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:
 - 15.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
 - 15.1.2. was in the other party's lawful possession before the disclosure;
 - 15.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - 15.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence.
- 15.2. Subject to clause 13.4 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.
- 15.3. 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 13. 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 Payment Network, 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.
- 15.4. Neither party will be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 15.5. The provisions of this clause will continue notwithstanding the termination of any Statement of Work and/or this Agreement for any reason.

16. DATA PROTECTION

- 16.1. The provisions of Schedule 7 apply to the Services.

17. AUDIT

- 17.1. Upon reasonable notice from Us to You, You will:
- 17.1.1. permit Us (or Our duly authorised representatives) to access the premises or systems on which Your business trades, or where Your records or stock are located, and to take and retain copies of all such records to ascertain if You are performing Your obligations under this Agreement; and
 - 17.1.2. provide all reasonable cooperation in relation to such audit. This includes providing Us (or Our authorised representative) with access to all information We (or they) request, and with honest and comprehensive answers to any queries We (or they) may have in relation to Your business
- 17.2. Where such audit is undertaken at the specific request of a Payment Network or any regulator, or where We otherwise reasonably require it, You shall pay any costs and charges incurred by Us in respect of such audit.
- 17.3. Where You use an agent or a subcontractor in relation to Your business, You must procure that We have the same rights of audit in relation to that agent or subcontractor as We have in relation to You pursuant to this clause 16.

18. LIMITATION OF LIABILITY

- 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 16.7, 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 17.7, 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 this Agreement is unlimited and uncapped in all respects.
- 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 estimate of 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, Head of Compliance, 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 Payment Products 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 breach and shall be dealt with under clause 6 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, or where the parties agree, any dispute over Fees, the parties agree the 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 representative to 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 8 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 Payment Products. 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 and We 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 the remainder 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-contractual statement.
- 22.7. We may refer to You as a client and as a user of Access Payment Products 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 beyond the 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 under this 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 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.

23. MODERN SLAVERY

- 23.1. Each party undertakes, warrant and represents to the other that:
- 23.2. 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;
- 4.6.2. it shall comply with the Modern Slavery Act 2015; and
- 23.3. 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 11. Such notice to set out full details of the circumstances concerning the breach or potential breach of such obligations.
- 23.4. Any breach of this clause 22 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.

SCHEDULE 2

ACCESS PAYSUITE IGNITE, EVOLVE AND EVOLVE RISK

These Product Specific Terms apply to the Access PaySuite Ignite, Evolve and Evolve-Risk Services. 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:

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;
Ignite, Evolve and Evolve-Risk Services	means the provision of facility managed direct debit services acting as an Accredited BACS Commercial Facility Managed Provider by Access PaySuite Limited 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 to You to setup Clients and perform related payment management tasks;
Disbursal Report	means a reconciliation report of Client Collections, Direct Debit Indemnity Claims, unpaid direct debits or other transaction related debits or credits for the reporting period;
Documents	means any forms or documents (supplied in whatever medium) to be completed by You and provided by Us to You in connection with the Ignite, Evolve and Evolve-Risk Services, including without limitation, direct debit mandates for completion by Clients; and
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 to You electronically via the Direct Debit System, an API or other means.

2 TERM

- 2.1 This Agreement for the Ignite, Evolve and Evolve-Risk Services shall come into force on the Effective Date of the relevant Statement of Work and shall remain in force (subject to the terms of the Agreement) for a 12 month period from that Effective Date and thereafter until terminated by either party giving to the other not less than three months prior written notice such notice to take effect after the end of the initial period.
- 2.2 Either party may terminate this Agreement with 15 days' notice in the event of Our sponsorship being withdrawn under the BACS Rules.

3 APPOINTMENT AS BACS APPROVED BUREAU

- 3.1 You hereby appoint Access PaySuite Limited as a BACS Approved Bureau to deliver the provision of the Ignite, Evolve and Evolve-Risk Services for the period referred to in clause 2 and We agree to provide the Ignite, Evolve and Evolve-Risk Services subject to the terms and conditions of this Agreement.

4 YOUR OBLIGATIONS

- 4.1 You shall:
 - 4.1.1 promptly bring to the Client's notice any Client Information issued by Us from time to time;
 - 4.1.2 supply to Us 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 Ignite, Evolve and Evolve-Risk Services in accordance with the BACS Rules;
 - 4.1.3 allow Us direct contact with and access to the Clients, where strictly necessary, in order to supply the Ignite, Evolve and Evolve-Risk Services or investigate complaints and other matters;
 - 4.1.4 co-operate with Us in all matters relating to the Ignite, Evolve and Evolve-Risk Services;
 - 4.1.5 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;
 - 4.1.6 only request direct debit(s) per Client that do not exceed the previously agreed limit per monthly billing period unless agreed in advance with Us. The pre-agreed limit is arranged with the Our sales' team. In the absence of any pre-agreed limit, without exception, the maximum amount of direct debit(s) per Client per monthly billing period is £2000. No Direct Debits with annual or quarterly

collection frequencies are allowed 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;

- 4.1.7 as soon as reasonably practicable, notify Us of any variations in or amendments to a Client's 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);
- 4.1.8 keep any password and/or log-in details safe and secure and ensure they are used only by the nominated user;
- 4.1.9 not allow anyone else other than the relevant authorised user, access to the Direct Debit System;
- 4.1.10 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 request that We complete 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
- 4.1.11 immediately notify Us of any change in the structure or ownership of the Company.
- 4.2 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 4.
- 4.3 You shall at all times comply with the Appendices to these Product Specific Terms.

5 OUR OBLIGATIONS

- 5.1 We shall:
 - 5.1.1 subject to being provided with all Documents, and to Your compliance with Your obligations under this Agreement (in particular those set out in clause 4), duly and punctually perform the Ignite, Evolve and Evolve-Risk Services in accordance with Our published SLA at Appendix 1 to these Product Specific Terms in all material respects;
 - 5.1.2 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 disbursement period in arrears on the 1st and 15th (or the first business day thereafter) or on any additional disbursement date(s) agreed;
 - 5.1.3 from time to time supply You with sufficient stock of Documents and Client Information necessary for You to perform its obligations; and
 - 5.1.4 provide a copy of Our Information Security Policy on request by You.
- 5.2 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.
- 5.3 We will comply with all relevant legislation and obtain and/or maintain all relevant accreditations.
- 5.4 We shall at all times comply with the Appendices to these Product Specific Terms.

6 FEES, REPAYMENTS AND INDEMNITY RESERVE

- 6.1 You shall pay the Fees (including the Returnable Fees as specified in the Disbursement Report and invoice for the relevant period) in accordance with the Terms and Conditions.
- 6.2 As a Payment Institution regulated by the Financial Conduct Authority, We shall hold on client account, reserve funds once the threshold of average Direct Debit transaction value exceeds £400.00 or total monthly Client Collections exceeds £250,000 or if necessary to satisfy risk and thereafter not make any deductions (other than in respect of Fees or Returnable Fees) from the amounts received by it without prior notice to You. Once the noted threshold has been triggered, an agreed percentage between 5%-10% will be deducted from Client Collections for typically six consecutive months and then reviewed or alternatively a commensurate Company instalment arrangement will be agreed to build a reserve fund. Any reserve funds are held in a designated client account. If excessive Direct Debit Indemnity Claims (defined as over 5% of Clients) are received or You commit a breach of this Agreement, We reserve the right to retain Client Collections to mitigate risk exposure to Us and hold on client account.
- 6.3 As a Payment Institution regulated by the Financial Conduct Authority, We shall hold on client account reserve funds equivalent to a minimum of 25% of the average monthly Client Collections (based on the previous 3 month period prior to any bulk cancellations) to satisfy future indemnity risk for a minimum of six months dependent on the assessment of Our risk exposure should You or We terminate this Agreement or if the Agreement is terminated due to Your breach of it. In the absence of any Client Collections being available for retention, You or the Guarantors shall on demand remit to Us the reserve funds required within seven days of receiving a request by Us.
- 6.4 If We receive a Client Direct Debit Indemnity Claim or makes an overpayment to You in remitting monies pursuant to clause 5.1.2, We may notify You in writing of the nature and amount of the Direct Debit Indemnity Claim or overpayment as soon as reasonably possible upon becoming aware of it, where You shall either promptly repay to Us the amount of overpayment or (if agreed by Us) have the amount deducted from the subsequent Disbursement Report or be paid by Direct Debit to Us. Returned Direct Debits will incur a further £20 administration charge.
- 6.5 The Fees in the Statement of Work are fixed for 12 months, thereafter we have the right to increase all Fees not more than once during each 12 month period. For the avoidance of doubt, Fees as set out in each Statement of Work will not be reduced for the Licence Term.
- 6.6 For any additional charges for optional services and bespoke requirements, please refer to our Tariff guide located www.accesspaysuite.com.

7 LIABILITY

- 7.1 Further to clause 16 (Limitation of Liability) of the Terms and Conditions:
 - 7.1.1 We will not be liable to You for missing payment collection dates for Documents or data not received in the format specified by Us, prior to the Industry best practice BACS cut-off times of a minimum of 10 Business Days for new or reinstated direct debits and a minimum of 5 business days for direct debit collections (unless alternative BACS cut-off times have been previously agreed), or at all.
 - 7.1.2 You acknowledge that:
 - 7.1.2.1 the uptime of Our BACS Software and S-ftp data transmission suppliers and VOCA who are contracted with BACS to supply the submission network are parts of the Ignite, Evolve and Evolve-Risk Services outside of Our control; and
 - 7.1.2.2 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.

8 SUSPENSION AND TERMINATION

- 8.1 In addition to Our rights in the Terms and Conditions, We may suspend or terminate the Ignite, Evolve and Evolve-Risk Services immediately if You have received during a period of 30 consecutive days Direct Debit Indemnity Claims from more than 5% of all active Clients.
- 8.2 You may terminate the Ignite, Evolve and Evolve-Risk 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 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 Ignite, Evolve and Evolve-Risk Services before the end of the Term.

Appendix 1 – Service Level Agreement (SLA)

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

1 OUR NORMAL SERVICE SUPPORT HOURS

- 1.1 Normal telephone business support hours for both You and Your Yous are 9.00 am to 5.00 pm Monday through Friday excluding Public Holidays on 01206 675847. Special arrangements may apply to Easter, Christmas and New Year periods at Our discretion.
- 1.2 Pre-booked consultancy and training at Your head office or on site is available at an hourly rate premium of £75.00 plus applicable travel expenses.

2 OUR SERVICE RESPONSIBILITIES

- 2.1 Provide You with Direct Debit facilities in accordance with The Direct Debit Scheme as mandated by BACS.
- 2.2 Provide and maintain The Direct Debit System or secure FTP enabling You to submit daily transaction details through Our secure server. We are not responsible for the maintenance of Your servers or management of Your computers.
- 2.3 In accordance with The Direct Debit Scheme, We will set up Direct Debits and send Direct Debit Advance Notice emails or letters to clients (unless otherwise agreed).
- 2.4 For the purposes of determining whether Clients have paid, for managing and reconciling client records and performing other direct debit management tasks, You can access various reports via the Direct Debit System or BACS Payment Services' web portal.
- 2.5 Provide backup support at levels deemed reasonable during normal service hours. Outside of these service hours, You should log any issue on Our voicemail system on 01206 675847 and by email to support@accesspaysuite.com and We will endeavour to solve or begin addressing the matter within 48 hours.

3 OUR SCOPE OF SERVICES

- 3.1 We are Your main point of contact for Direct Debit related queries.
- 3.2 If We are unable to remedy a problem, then We will work with the appropriate outside vendor until a resolution is reached at their own expense. If the problem is not part of Our Services noted above or occurs as a result of Your servers or system, then You understand that additional expenses may be incurred when an outside vendor is brought in to solve a problem and agree to reimburse Us for any such expense plus a 10% management fee. You reserve the right to resolve Your own problem instead.

4 STANDARDS OF PROFESSIONAL CONDUCT

- 4.1 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.

5 PEAK DEMAND PERIODS

- 5.1 You recognise that Our employees and contractors are not full-time employees of Your business and at no time should be treated as such.
- 5.2 We will make all reasonable efforts to respond to Your needs within the time frames stated above.
- 5.3 You understand that there may be occasional times of peak demand when We are forced to make extremely difficult decisions and triage Your needs according to the severity of business impact.

6 LOSS OF SERVICE

- 6.1 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.

Appendix 2 – Direct Debit Facilities and Code of Practice

For the set up and processing of Direct Debits using the Direct Debit System, all Your staff, employees, agents and any other authorised company personnel are required to adhere the following Code of Practice. Failure to do so may result in the revocation of the Services.

- 1. You must adhere to The Service User Guide & Rules to the Direct Debit Scheme.
- 2. If You plan to setup Paperless Direct Debit instructions, the BACS compliant telephone script and/or online DD Setup website provided by Us and must be adhered to and operate in accordance with the Direct Debit Scheme.
- 3. You must have an acceptable refund policy stated within Your You charter and operate according to its applicable industry standards. Your You charter and Your Terms and Conditions must be submitted to Us to place in Our internal file designated to Your business.
- 4. You accept that Clients have statutory rights under the terms of the Direct Debit Scheme and the Direct Debit Guarantee and agree to abide by these terms, including repayment to Us for any direct debit indemnity claims submitted by Clients and refunded by Us as mandated under the Direct Debit Guarantee.

SCHEDULE 3

ACCESS PAYSUITE ACCELERATE

These Product Specific Terms apply to the Access PaySuite Accelerate Service. 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:

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.
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 You Manager" direct debit management system provided by Us to You to setup Clients and perform related payment management tasks.
Documents	means any forms or documents (supplied in whatever medium) to be completed by You and provided by Us to You in connection with the Direct Debit Services, including without limitation, direct debit mandates for completion by Clients.
Accelerate Services	means the provision of direct debit related services acting as a BACS Approved Bureau by Access PaySuite Limited on Your behalf.
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 Reports	Summary means Client payment information reports including Client Collections made available by Us to You electronically via the Direct Debit System, API or other means.

2 TERM

- 2.1 This Agreement for the Accelerate Services shall come into force on the Effective Date of the relevant Statement of Work and shall remain in force (subject to the terms of the Agreement) for a 12 month period from that Effective Date and thereafter until terminated by either party giving to the other not less than three months prior written notice such notice to take effect after the end of the initial period.
- 2.2 Either party may terminate this Agreement with 15 days' notice in the event of Our sponsorship being withdrawn under the BACS Rules.

3 APPOINTMENT AS BACS APPROVED BUREAU

- 3.1 You hereby appoint Access PaySuite Limited as a BACS Approved Bureau to deliver the provision of the Accelerate Services for the period referred to in clause 2 and We agree to provide the Accelerate Services subject to the terms and conditions of this Agreement.

4 YOUR OBLIGATIONS

- 4.1 You shall:
 - 4.1.1 promptly bring to the Client's notice any Client Information issued by Us from time to time;
 - 4.1.2 supply to Us 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 Accelerate Services in accordance with the BACS Rules;
 - 4.1.3 allow Us direct contact with and access to the Clients, where strictly necessary, in order to supply the Accelerate Services or investigate complaints and other matters;
 - 4.1.4 co-operate with Us in all matters relating to the Accelerate Services;
 - 4.1.5 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 (Charges and Information) Regulations 2018.
 - 4.1.6 as soon as reasonably practicable, notify Us of any variations in or amendments to a Client's 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);
 - 4.1.7 if expressly agreed in writing with You, allow Us to publish Your name and logo on Our website,
 - 4.1.8 keep any password and/or log-in details safe and secure and ensure they are used only by the nominated user;
 - 4.1.9 not allow anyone else other than the relevant authorised user, access to the Direct Debit System;

- 4.1.10 as soon as reasonably practicable, 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; and
- 4.1.11 be responsible for adhering to its sponsoring banks' agreed transaction and file limits for direct debits and BACS credits.
- 4.2 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 4.
- 4.3 You shall at all times comply with the Appendices to these Product Specific Terms.

5 OUR OBLIGATIONS

- 5.1 We shall:
- 5.1.1 subject to being provided with all Documents, and to Your compliance with Your obligations under this Agreement (in particular those set out in clause 4), duly and punctually perform the Accelerate Services in accordance with Our SLA set out at Appendix 1 to these Product Specific Terms in all material respects;
- 5.1.2 subject to BACS delays or unforeseen technical issues make available electronically Transaction Summary Reports to You showing itemised Client Collections;
- 5.1.3 from time to time supply You with sufficient stock of Documents and Client Information necessary for You to perform its obligations; and
- 5.1.4 provide a copy of Our Information Security Master Policy Document on request by You.
- 5.2 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.
- 5.3 We will comply with all relevant legislation and obtain and/or maintain all relevant accreditations.
- 5.4 We shall at all times comply with the Appendices to these Product Specific Terms.

6 FEES

- 6.1 You shall pay the Fees in accordance with the Terms and Conditions.
- 6.2 As detailed in the Terms and Conditions, VAT shall be payable on the Fees at the then prevailing rate. For the avoidance of doubt VAT will not be levied or deducted in relation to the Client Collections collected by Us pursuant to this Agreement.
- 6.3 The Fees in the Statement of Work are fixed for 12 months, thereafter we have the right to increase all Fees not more than once during each 12 month period. For the avoidance of doubt, Fees as set out in each Statement of Work will not be reduced for the Licence Term.
- 6.4 For any additional charges for optional services and bespoke requirements, please refer to our Tariff guide located www.accesspaysuite.com.

7 LIABILITY

- 7.1 Further to clause 16 (Limitation of Liability) of the Terms and Conditions:
- 7.1.1 We will not be liable to You for missing payment collection dates for Documents or data not received in the format specified by Us, prior to the Industry best practice BACS cut-off times of a minimum of 10 Business Days for new or reinstated direct debits and a minimum of 5 business days for direct debit collections (unless alternative BACS cut-off times have been previously agreed), or at all.
- 7.1.2 You acknowledge that:
- 7.1.2.1 the uptime of Our BACS Software and S-ftp data transmission suppliers and VOCA who are contracted with BACS to supply the submission network are parts of the Accelerate Services outside of Our control; and
- 7.1.2.2 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.

8 SUSPENSION AND TERMINATION

- 8.1 In addition to Our rights in the Terms and Conditions, We may suspend or terminate the Accelerate Services immediately if You have received during a period of 30 consecutive days Direct Debit Indemnity Claims from more than 5% of all active Clients.
- 8.2 You may terminate the Accelerate 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 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 Accelerate Services before the end of the Term.
- 8.3 In the event of termination for any reason, You must unlink Our designated BACS Approved Bureau number linked to your Service User Number.

Appendix 1 – Service Level Agreement (SLA)

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

1 OUR NORMAL SERVICE SUPPORT HOURS

- 1.1 Normal telephone business support hours for both You and Your Yous are 9.00 am to 5.00 pm Monday through Friday excluding Public Holidays on 01206 675847. Special arrangements may apply to Easter, Christmas and New Year periods at Our discretion.
- 1.2 Pre-booked consultancy and training at Your head office or on site is available at an hourly rate premium of £75.00 plus applicable travel expenses.

2 OUR SERVICE RESPONSIBILITIES

- 2.1 Provide You with Direct Debit facilities in accordance with the Direct Debit Scheme as mandated by BACS.
- 2.2 Provide and maintain The Direct Debit System or secure FTP enabling You to submit daily transaction details through Our secure server. We are not responsible for the maintenance of Your servers or management of Your computers.
- 2.3 In accordance with The Direct Debit Scheme, We will set up Direct Debits and send Direct Debit Advance Notice emails or letters to clients (unless otherwise agreed).
- 2.4 For the purposes of determining whether Clients have paid, for managing and reconciling client records and performing other direct debit management tasks, You can access various reports via the Direct Debit System or BACS Payment Services' web portal.
- 2.5 Provide backup support at levels deemed reasonable during normal service hours. Outside of these service hours, You should log any issue on Our voicemail system on 01206 675847 and by email to support@accesspaysuite.com and We will endeavour to solve or begin addressing the matter within 48 hours.

3 OUR SCOPE OF SERVICES

- 3.1 We are Your main point of contact for Direct Debit related queries.
- 3.2 If We are unable to remedy a problem, then We will work with the appropriate outside vendor until a resolution is reached at their own expense. If the problem is not part of Our Services noted above or occurs as a result of Your servers or system, then You understand that additional expenses may be incurred when an outside vendor is brought in to solve a problem and agree to reimburse Us for any such expense plus a 10% management fee. You reserve the right to resolve Your own problem instead.

4 STANDARDS OF PROFESSIONAL CONDUCT

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

5 PEAK DEMAND PERIODS

- 5.1 You recognise that Our employees and contractors are not full-time employees of Your business and at no time should be treated as such.
- 5.2 We will make all reasonable efforts to respond to Your needs within the time frames stated above.
- 5.3 You understand that there may be occasional times of peak demand when We are forced to make extremely difficult decisions and triage Your needs according to the severity of business impact.

6 LOSS OF SERVICE

- 6.1 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.

Appendix 2 – Direct Debit Facilities and Code of Practice

For the set up and processing of Direct Debits using the Direct Debit System, all Your staff, employees, agents and any other authorised company personnel are required to adhere the following Code of Practice. Failure to do so may result in the revocation of the Services.

- 1. You must adhere to The BACS Service User Guide & Rules to the Direct Debit Scheme.
- 2. If You plan to setup Paperless Direct Debit instructions, the compliant telephone script and/or online DD Setup templates as agreed with Your sponsoring bank and must be adhered to and operate in accordance with the Direct Debit Scheme.
- 3. You must have an acceptable refund policy stated within Your You charter and operate according to its applicable industry standards. Your You charter and Your Terms and Conditions must be submitted to Us to place in Our internal file designated to Your business.
- 4. You accept that Clients have statutory rights under the terms of the Direct Debit Scheme and the Direct Debit Guarantee and agree to abide by these terms, specifically including when Clients make direct debit indemnity claims.

SCHEDULE 4

ACCESS PAYSUITE EDD

These Product Specific Terms apply to the eDirect Debit online paperless direct debit service. 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:

Administration Websites	the administration area made available to You for the viewing and downloading of Paperless Direct Debits;
Advance Notice	the BACS required advance notice given to the User by email or post setting out the date of collection and amount of the Direct Debit;
AUDDIS	the Bacs service for the lodgment of electronic Instructions;
Bank	means the banks and/or building societies of the Payers from which the Users' Direct Debits will be paid;
Data	all names and/or other details of Users in whatever form supplied to or held by Us;
Direct Debit	the collection of an agreed amount from a User's Bank by a Service User;
Direct Debit Managed Service Agreement	the direct debit managed service agreement entered into between the Parties on or around the date of this Agreement;
eDirect Debit Services	the services to be provided by Us to You as detailed in clause 2;
eDirect Debit System or EDD System	the online Internet Direct Debit enrolment facility provided by Us;
Gift Aid	gift aid declaration as determined from time to time by HMRC;
Good Practice	in relation to any activity and under any circumstance, the exercise of such skill, diligence, prudence, experience, expertise, foresight and judgment as would be expected from a skilled and experienced person complying with the Applicable Laws under the same or similar circumstances;
HMRC	Her Majesty's Revenue and Customs;
Instruction	the electronic instructions from a Service User to the User's Bank to set up a Direct Debit payable to You;
Lookup	the automatic population of a User's address by postcode and/or a bank account validation using as described in more detail in clause 4.1.3;
PDD or Paperless Direct Debit	means an online record that includes the name, contact details, bank details and direct debit details for an individual that has agreed to setup a Direct Debit in Your favour;
Loqate GBG	means GB Group plc trading as Loqate GBG (company number 2415211), the Sub-contractor used to verify bank and post address lookups;
Access EDD Database	means the database of Users created by or on behalf of Us as a result of the provision of the eDirect Debit Services;
Access EDD Website	the website maintained by Us for the provision of the eDirect Debit Services;
Service User	a service user who issues Instructions and is sponsored by a bank or building society to process Direct Debits;
Sponsoring Bank	any financial institution that is legally entitled to authorise Users to use BACS;
Sub-contractors	any of the legal entities with which We contract from time to time to provide elements of the eDirect Debit Services on behalf of Us;
Users	individuals who have agreed to setup a Direct Debit in Your favour using the EDD System;

2. TERM

2.1 This Agreement for EDirect Debit Services shall come into force on the Effective Date of the relevant Statement of Work and shall remain in force (subject to the terms of the Agreement) for a 12 month period from that Effective Date and thereafter until terminated by either party giving to the other not less than three months prior written notice such notice to take effect after the end of the initial period.

3. YOUR OBLIGATIONS

3.1 You must be, and must remain at all times during the continuance of this Agreement, a Service User who has been accepted to use AUDDIS by BACS (a "**BACS Approved Service User**"). If You are not a BACS Approved Service User, We will use reasonable endeavours to assist You in becoming a BACS Approved Service User. However, unless and until You are a BACS Approved Service User, the Access EDD Website will not be made available to You. If You lose Your status as a BACS Approved Service User, You must immediately inform Us of that fact and We may (at Our option and subject to clause 16, Schedule 1 of the Terms and Conditions without liability to You) immediately terminate or suspend the provision of the eDirect Debit Services without notice to You.

3.2 You must be, and must remain at all times during the continuance of this Agreement, approved for PDD by Your Sponsoring Bank. If You are not approved for PDD, We will use reasonable endeavours to assist You in obtaining approval for PDD from Your Sponsoring Bank. However, unless and until You are approved for PDD by Your Sponsoring Bank, the Access EDD Website will not be made available to You. If You lose Your status as being approved for PDD by Your Sponsoring Bank, You must immediately inform Us of that fact and We may

(at Our option and subject to clause 16, Schedule 1 to these Terms and Conditions, without liability to You) immediately terminate or suspend the provision of the eDirect Debit Services without notice to You.

3.3 You will need to provide the following information to be able to use the eDirect Debit Service:

3.3.1 the Service User number, name and address;

3.3.2 Your email address and telephone number as it is to appear on the Advance Notice;

3.3.3 Your contact details as they are to appear on the final confirmation page of the Access EDD Website;

3.4 You shall ensure the suitability of Gift Aid and that the wording used in relation to Gift Aid that You provide to Us is in a form approved by HMRC.

3.5 The Access EDD Website has been developed in line with the BACS Rules and has a high degree of customisation. In the unlikely circumstance Your Sponsoring Bank rejects the Access EDD Website and requests changes which, acting reasonably and in good faith, We are unable or unwilling to make, We reserves the right to immediately terminate this Agreement on written notice without any further liability (subject to clause 16 of Schedule 1 to these Terms and Conditions) to You.

3.6 Following a User's completion of an Instruction on the Access EDD Website, You shall have sole responsibility for downloading and processing the Data. If You wish Us to process the Direct Debits following a User's submission of a completed Instruction via the Access EDD Website, the details of Our services in this regard shall be as set out in the Direct Debit Managed Service Agreement.

3.7 You agree that the records maintained by Us of the Instructions and transactions effected by Us in connection with the Direct Debit Services shall, in the absence of manifest error, be conclusive proof of such Instructions and transactions and their respective constituents and the times at which they were sent, received or effected.

3.8 Observe the BACS Rules throughout the term of this Agreement and seek authorisation and approval of the eDD pages with Your Sponsoring Bank

3.9 You shall not knowingly do anything to bring Us into disrepute.

4. OUR OBLIGATIONS

4.1 We shall:

4.1.1 provide a secure hosting infrastructure for the Access EDD Website that enables Users to complete Instructions online without the need for the User completing any paper forms; and

4.1.2 ensure the Access EDD Website will display online PDD forms branded with Your name and logo (such branding being agreed between the parties in writing before the PDD form is displayed). In addition, the Access EDD Website will validate the bank sort code and account number as provided by the User on a real time basis using Loqate GBG. If the bank sort code details are deemed to be incorrect, the User will be prompted to re-check the details and either correct his entry or confirm that the details being rejected by the Access EDD Website are correct and should be accepted;

4.1.3 provide You with the option to use Lookup to obtain a postal address on a real time basis using Loqate GBG. This facility automatically populates the address section of the PDD form (in real time) following the User's entry of the User's postcode, ensuring that the User's address details are correct and complete (provided that the postcode supplied by the User is accurate). Alternatively, Users will be required to complete the address fields manually;

4.1.4 send an email to all Users who submit a PDD form on the Access EDD Website. The email will be sent automatically after completion of the PDD form to the email address provided by the User. We do not guarantee the successful delivery of any emails and, subject to clause 16, Schedule 1 of these Terms and Conditions, We shall not be responsible or liable for any losses, costs or expenses incurred by You or a User as a result of a delay in or failure to send an email;

4.1.5 following completion of the Instruction by a User, We shall store the User's Data in the Access EDD Database. If We are responsible for processing the Direct Debit on Your behalf pursuant to a Direct Debit Managed Services Agreement, We will download and import the Data into the Access EDD Database to setup the Direct Debit on Your behalf in accordance with the terms of such Direct Debit Managed Services Agreement. We shall set up the Direct Debit within three Business Days following the date the User correctly completed the Instruction;

4.1.6 subject to the terms of this Agreement, make the Data available for export to You. We will supply You with a secure login to access and download the Instructions via a SSL connection which will secure and encrypt the Data; and

4.1.7 process the Data solely in accordance with the terms of this Agreement (including Appendix 1) and for no other purpose;

4.1.8 observe the BACS Rules throughout the term of this Agreement and seek authorisation of all the Paperless Direct Debit scripts however it is ultimately the responsibility of the Service User to ensure these are approved by Your Sponsoring Bank;

4.1.9 if requested by You in writing, ask Users to consider signing Gift Aid authorisations (where appropriate) in Your favour, which shall be in a form provided by You;

4.1.10 use its reasonable endeavours to deal appropriately with all members of the public and deal promptly with any complaints. We shall notify You in writing of any complaints received by it or its Sub-contractors relating to Users or potential Users within 2 Business Days of becoming aware of the complaint and report to You in writing on any action taken or to be taken by Us in respect of a complaint with 5 Business Days of Us becoming aware of the complaint,

4.1.11 not knowingly do anything to bring You into disrepute; and

4.1.12 provide the security and archiving services set out in clauses 8 and 9 of this Agreement.

5. FEES

5.1 The Fees are set out in the Statement of Work and are payable in accordance with the Terms and Conditions.

6. SUSPENSION

6.1 You may by giving no less than four weeks' notice in writing instruct Us to temporarily cease providing the eDirect Debit Services from a date specified by You (the "**Suspension Date**"). The period of suspension shall be no longer than 60 calendar days. You shall not be entitled to request suspension pursuant to this clause unless You have paid to Us all monies outstanding to Us at the Suspension Date.

6.2 You shall instruct Us to recommence providing the eDirect Debit Services by giving Us four weeks' prior written notice, and We shall use Our reasonable endeavours to recommence providing the eDirect Debit Services for You on such date, although time shall not be of the essence. If You do not instruct Us to recommence providing the eDirect Debit Services within 30 calendar days of the Suspension Date We shall be entitled to terminate this Agreement immediately on written notice to You. During the period of suspension You must pay the Hosting Fee.

- 6.3 In addition to Our rights in the Terms and Conditions, We may at any time suspend the eDirect Debit Service if We are unable to provide the eDirect Debit Services as a result of BACS or a third party supplier's software (including any banking software). We will promptly notify You of any such suspension, shall not charge You for the eDirect Debit Services that have been suspended until they are reinstated and shall reinstate the eDirect Debit Services as soon as reasonably practicable.

7. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

7.1 Further to clause 11 (Intellectual Property Rights and Ownership) of the Terms and Conditions:

- 7.1.1 All Intellectual Property Rights in and to the logos, banners, text (including the data protection wording, if any, and the wording referred to in clause 3.3 and 3.4) or other materials provided by You to Us for use on the Access EDD Website or otherwise in respect of the eDirect Debit Services including Data provided to Us by You (the "**Your Materials**") shall, as between the Parties, remain Your exclusive property.
- 7.1.2 You grant Us a royalty free, irrevocable and worldwide licence for the duration of the term of this Agreement (with the right to grant sub-licences to Sub-contractors on the same terms as contained in this clause 7.1.1, but excluding the right of Sub-contractors to sub-license) to use Your Materials for the purpose of providing the eDirect Debit Services.
- 7.1.3 We grant You a royalty free and revocable licence for the duration of the term of this Agreement to: (a) access and use the Access EDD Website; and (b) access the Access EDD Database in each case solely for the purpose of receiving the eDirect Debit Services.
- 7.1.4 You warrant and represents to Us that:
- 7.1.4.1 Your Materials shall comply with all Applicable Laws;
 - 7.1.4.2 Your Materials are and will not be untrue or fraudulent; or
 - 7.1.4.3 Your Materials are and will not be obscene, threatening, menacing, offensive, defamatory, abusive or in breach of confidence; and
 - 7.1.4.4 use of Your Materials in accordance with the licence granted in clause 7.1.1 above will not infringe the intellectual property rights of any third party.

8. ACCESSIBILITY AND ARCHIVING OF DATA

- 8.1 All information and/or data on the Access EDD Website and/or the Access EDD Database is provided on an "as is" basis. Except to the extent required by law, no representations, warranties or terms of any kind are made (or shall be implied by statute or otherwise) in respect of the Access EDD Website, the Access EDD Database or the content, including warranties of satisfactory quality, conformity to contract, accuracy, adequacy, conformity to description or fitness for any particular purpose.

8.2 Subject to clause 8.1.2, neither We nor any of Our Sub-contractors or affiliates gives any warranty or guarantee:

- 8.2.1 relating to the availability of the Access EDD Website or the Access EDD Database;
- 8.2.2 that the Access EDD Website or the Access EDD Database and/or operation of them, the content or the server on which the Access EDD Website and/or the Access EDD Database are available, are error or virus free or free of other harmful components; or
- 8.2.3 that Your use of the Access EDD Website or the Access EDD Database will be uninterrupted.

9. LIABILITY

- 9.1 Further to clause 16 (Limitation of Liability) of the Terms and Conditions, We shall have no liability under this Agreement in contract (including pursuant to an indemnity), tort (including negligence), misrepresentation, restitution, breach of statutory duty or otherwise for any losses, claims, liabilities, costs, expenses (including legal fees) and damages of any nature whatsoever and whether or not reasonably foreseeable or avoidable arising because of or in connection with:

- 9.1.1 the processing of Direct Debits;
- 9.1.2 the reliability or accuracy of the services offered by and via Loqate GBG, including those referred to in clauses 4.1.2 and 4.1.3;
- 9.1.3 any errors or omissions in Data supplied by persons other than Us including any error, discrepancy, ambiguity or delay in any Instruction;
- 9.1.4 any non-compliance by anyone other than Us (excluding the Sub-contractors) with any Data Protection Legislation;
- 9.1.5 the wording provided by You in relation to Gift Aid declarations compliance with HMRC's requirements or obtaining HMRC approvals in relation to Gift Aid or in any other way in relation to the operation of the Gift Aid Scheme including but not limited to the claiming of Gift Aid monies;
- 9.1.6 the information, wording, banners and logos provided by You pursuant to clauses 3.3.1;
- 9.1.7 any act, omission or delay by You;
- 9.1.8 any misuse of the Access EDD Website and/or the Access EDD Database by anyone other than Us; and/or
- 9.1.9 any downtime (for maintenance purposes or otherwise) of the Access EDD Website and/or the Access EDD Database.

SCHEDULE 5

ACCESS PAYSUITE DIRECT CREDIT

These Product Specific Terms apply to the Access PaySuite Direct Credit Service. 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:

BACS Approved Bureau	means, as authorised by BACS, a company which has been approved to provide Direct Credit related services and submit Direct Credit Data Files into the Direct Credit Scheme on behalf of Direct Credit Service Users for commercial purposes.
Beneficiary	means any person or business to whom You make a Direct Credit Payment.
Direct Credit Data File	a data file submitted in Your capacity as a Direct Credit Service User into the Direct Credit Scheme which is passed to the Sponsor Bank to process Direct Credit Payments.
Direct Credit Payment	the payment of an amount to a Beneficiary's bank account from Your Service User Account using the Direct Credit Scheme.
Direct Credit Scheme	means the BACS Direct Credit Scheme.
Direct Credit Service User	means an organisation that is sponsored by a Sponsor Bank to submit Direct Credit Data Files into the Direct Credit Scheme through a BACS Approved Bureau.
Direct Credit System	means the "Access PaySuite You Manager" Direct Credit management system provided by Us to You to submit Direct Credit Data Files and perform related management tasks.
[Documents]	means any forms or documents (supplied in whatever medium) to be completed by You and provided by Us to You in connection with the Direct Credit Services.]
Service User Account	means Your bank account held with the Sponsor Bank used to make Direct Credit Payments.
Service User Number	the number allocated to You by the Sponsor Bank enabling You to access the Direct Credit Scheme as a Direct Credit Service User.
Sponsor Bank	means any BACS participant authorised to sponsor organisations as Service Users to submit data to BACS for processing.
Transaction Summary Reports	means reports detailing Direct Credit Data Files submitted made available by Us to You electronically via the Direct Credit System, API or other means.

2 TERM

- 2.1 This Agreement for the Direct Credit Services shall come into force on the Effective Date of the relevant Statement of Work and shall remain in force (subject to the terms of the Agreement) for a 12 month period from that Effective Date and thereafter until terminated by either party giving to the other not less than three months prior written notice such notice to take effect after the end of the initial period.
- 2.2 Either party may terminate this Agreement with 15 days' notice in the event of Our sponsorship being withdrawn under the BACS Rules.

3 APPOINTMENT AS BACS APPROVED BUREAU

- 3.1 You hereby appoint Access PaySuite Limited as a BACS Approved Bureau to deliver the provision of the Direct Credit Services for the period referred to in clause 3 and We agree to provide the Direct Credit Services subject to the terms and conditions of this Agreement.
- 3.2 You shall be, and remain at all times while We provide You with the Direct Credit Services, a Direct Credit Service User and have a valid Service User Number.

4 YOUR OBLIGATIONS

- 4.1 You shall:
 - 4.1.1 provide us with Your Service User Number, name and address;
 - 4.1.2 [supply to Us all Documents properly completed or input Documents into the Direct Credit System in accordance with Our instructions and deadlines in sufficient time to enable Us to supply the Direct Credit Services in accordance with the BACS Rules;]
 - 4.1.3 co-operate with Us in all matters relating to the Direct Credit Services;
 - 4.1.4 use the Direct Credit System and submit Direct Credit Data Files in accordance with the Operating Instructions;
 - 4.1.5 be responsible for the completeness and accuracy of the information You provide to be submitted in Direct Credit Data Files;
 - 4.1.6 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 (Charges and Information) Regulations 2018;

- 4.1.7 as soon as reasonably practicable, notify Us of any variations in or amendments to details contained in Documents previously supplied to Us;
 - 4.1.8 if expressly agreed in writing with You, allow Us to publish Your name and logo on Our website,
 - 4.1.9 keep any password and/or log-in details safe and secure and ensure they are used only by the nominated user;
 - 4.1.10 not allow anyone else other than the relevant authorised user, access to the Direct Credit System; and
 - 4.1.11 be responsible for adhering to its Sponsor Bank's agreed transaction and file limits for Direct Credit Data Files.
- 4.2 You acknowledge that Our ability to provide the Services is contingent on You being a Direct Credit Service User and complying with Your obligations set out in this clause 4. 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 not being a Direct Credit Service User, having your Service User Number suspended or cancelled for any reason or failing to comply with Your obligations set out in this clause 4.
- 4.3 You shall at all times comply with the Appendices to these Product Specific Terms.

5 OUR OBLIGATIONS

- 5.1 We shall:
- 5.1.1 subject to being provided with all information we request in order to provide the Direct Credit Services to You, including Your Service User Number, name and address, and to Your compliance with Your obligations under this Agreement (in particular those set out in clause 4), duly and punctually perform the Direct Credit Services in accordance with Our SLA set out at Appendix 1 to these Product Specific Terms in all material respects;
 - 5.1.2 subject to BACS delays or unforeseen technical issues make available electronically Transaction Summary Reports to You;
 - 5.1.3 provide a copy of Our Information Security Master Policy Document on request by You.
- 5.2 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.
- 5.3 We will comply with all relevant legislation and obtain and/or maintain all relevant accreditations.
- 5.4 We shall at all times comply with the Appendices to these Product Specific Terms.

6 FEES

- 6.1 You shall pay the Fees in accordance with the Terms and Conditions.
- 6.2 As detailed in the Terms and Conditions, VAT shall be payable on the Fees at the then prevailing rate.
- 6.3 The Fees in the Statement of Work are fixed for 12 months, thereafter we have the right to increase all Fees not more than once during each 12 month period. For the avoidance of doubt, Fees as set out in each Statement of Work will not be reduced for the Licence Term.
- 6.4 For any additional charges for optional services and bespoke requirements, please refer to our Tariff guide located www.accesspaysuite.com.

7 LIABILITY

- 7.1 Further to clause 16 (Limitation of Liability) of the Terms and Conditions:
- 7.1.1 We will not be liable to You for any Losses arising as a result of or in connection with:
 - 7.1.1.1 Your failure to submit Direct Credit Data Files by any applicable cut-off dates we notify you of; or
 - 7.1.1.2 You providing incomplete or inaccurate information in Direct Credit Data Files.
 - 7.1.2 You acknowledge that:
 - 7.1.2.1 the uptime of Our BACS software and S-ftp data transmission suppliers and Vocalink who are contracted with BACS to supply the submission network are parts of the Direct Credit Services outside of Our control;
 - 7.1.2.2 We are providing no warranty or guarantee that the Direct Credit System will be uninterrupted or error free at all times; and
 - 7.1.2.3 the Sponsor Bank is responsible for processing and executing Direct Credit Payments in accordance with the agreement between You and the Sponsor Bank.
- Accordingly, We shall have no liability to You or to any third party for any failure or delay by the Sponsor Bank, Our BACS software supplier, BACS, Vocalink or other applicable industry infrastructure, software suppliers or financial institutions unless the failure results from an act or omission of Us.

8 SUSPENSION AND TERMINATION

- 8.1 In addition to Our rights in the Terms and Conditions, We may suspend or terminate the Direct Credit Services immediately if You are no longer a Direct Credit Service User or Your Service User Number is suspended or cancelled for any reason.
- 8.2 You may terminate the Direct Credit 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 Direct Credit 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 Direct Credit Services before the end of the Term.
- 8.3 In the event of termination for any reason, You must unlink Our designated BACS Approved Bureau number linked to your Service User Number.

Appendix 1 – Service Level Agreement (SLA)

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

1 OUR NORMAL SERVICE SUPPORT HOURS

- 1.1 Normal telephone business support hours for both You and Your Yous are 9.00 am to 5.00 pm Monday through Friday excluding Public Holidays on 01206 675847. Special arrangements may apply to Easter, Christmas and New Year periods at Our discretion.
- 1.2 Pre-booked consultancy and training at Your head office or on site is available at an hourly rate premium of £75.00 plus applicable travel expenses.

2 OUR SERVICE RESPONSIBILITIES

- 2.1 Provide You with Direct Credit facilities in accordance with the Direct Credit Scheme as mandated by BACS.
- 2.2 Provide and maintain The Direct Credit System or secure FTP enabling You to submit daily transaction details through Our secure server. We are not responsible for the maintenance of Your servers or management of Your computers.
- 2.3 For the purposes of Transaction Summary Reports and performing other Direct Credit management tasks, You can access various reports via the Direct Credit System or BACS Payment Services' web portal.
- 2.4 Provide backup support at levels deemed reasonable during normal service hours. Outside of these service hours, You should log any issue on Our voicemail system on 01206 675847 and by email to support@accesspaysuite.com and We will endeavour to solve or begin addressing the matter within 48 hours.

3 OUR SCOPE OF SERVICES

- 3.1 We are Your main point of contact for Direct Credit Service related queries. You should contact your Sponsor Bank for any queries relating to Your Direct Credit Service User status or Your Service User Account.
- 3.2 If We are unable to remedy a problem, then We will work with the appropriate outside vendor until a resolution is reached at their own expense. If the problem is not part of Our Services noted above or occurs as a result of Your servers or system, then You understand that additional expenses may be incurred when an outside vendor is brought in to solve a problem and agree to reimburse Us for any such expense plus a 10% management fee. You reserve the right to resolve Your own problem instead.

4 STANDARDS OF PROFESSIONAL CONDUCT

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

5 PEAK DEMAND PERIODS

- 5.1 You recognise that Our employees and contractors are not full-time employees of Your business and at no time should be treated as such.
- 5.2 We will make all reasonable efforts to respond to Your needs within the time frames stated above.
- 5.3 You understand that there may be occasional times of peak demand when We are forced to make extremely difficult decisions and triage Your needs according to the severity of business impact.

6 LOSS OF SERVICE

- 6.1 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 Credit System up and running efficiently and cost-effectively and We can guarantee 99.5% availability excluding planned maintenance.

Appendix 2 – Direct Debit Facilities and Code of Practice

For the preparation and submission of Direct Credit Data Files using the Direct Credit System, all Your staff, employees, agents and any other authorised company personnel are required to adhere the following Code of Practice. Failure to do so may result in the revocation of the Services.

- 1. You must adhere to The BACS Service User Guide & Rules to the BACS Direct Credit Scheme.

SCHEDULE 6

ACCESS PAYSUITE PAY360

These Product Specific Terms apply to Access PaySuite Pay360. 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”	means First Data Europe Limited, Janus House, Endeavour Drive, Basildon, Essex, SS14 3WF England;
“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;
“Balance”	means the funds in Your Pay360 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 Pay360 portal, accessed via secure login, through which You may access and maintain information pertaining to their Pay360 Account;
“Digital Onboarding”	means the process by which information is requested by We and submitted by You, or an agreed agent of You, during the process of applying for payment services from We;
“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;
“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;
“Maximum Amount”	means the maximum amount in annual sales of You (including the annual sales of any related entities) which is permitted by the Networks (currently the pound sterling equivalent of USD1,000,000 for both MasterCard and Visa), as amended from time to time;
“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.
“OFAC”	means the Office of Foreign Assets Control of the United States Department of the Treasury;
“Pay360 Account”	means Your account held by We for the purpose of holding the Proceeds;
“Payment Facilitator Relationship Program Standards”	means the Payment Facilitator Relationship Program Standards issued and varied by Acquirer from time to time setting out the detailed procedures and operating instructions You must follow in connection with accepting and processing Transactions and its other obligations under these Payment Terms;

"Payment Terms"	means the terms contained in Schedule 6, Access PaySuite Pay360.
"PED"	see Terminal definition;
"Policies"	means Access Paysuite's internal policies including Access Paysuite's AML policy;
"Proceeds"	means sums from each Transaction that We receive from the Acquirer from which We are entitled to defer, withhold or deduct pursuant to these Payment Terms before passing on any amounts due to You
"Statement of Work"	means the order, in the form prescribed by We, submitted by You for Payment Services and accepted by We and which incorporates these Payment Terms, the Master Terms, and, if applicable, any Additional Terms;
"Prohibited You"	" has the same meaning as in the Payment Facilitator Relationship Program Standards
"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 PAY360'S ROLE

- 2.1 Access PaySuite Pay360 provides merchant acquiring and payment facilitator services that allow You to accept Cards from Cardholders 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 Pay360 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 Pay360 to provide the Payment Services to You, Access Paysuite has obligations and must enter into agreements with Networks, processors and Acquirer, or any other acquirer with respect to which Pay360 may notify You from time to time.
- 2.4 If You wish to address any questions or concerns directly to Acquirer, You may do so in writing to First Data Europe Limited, Janus House, Endeavour Drive, Basildon, Essex, SS14 3WF England.

3. YOUR AUTHORISATIONS

- 3.1 In connection with the Payment Services, You authorise Us to hold, receive and disburse Proceeds to You on Your behalf.
- 3.2 You permit Us 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 Pay360 Account is closed or terminated. Our receipt of Transaction funds satisfies Cardholder's obligations to make payment to You.
- 3.4 You authorise Us to remit to You Proceeds actually received by Us on Your behalf, less any Fees, subject to any Chargeback applied 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.
- 3.6 You must seek Authorisation from the Authorisation Centre at the time of, or prior to, accepting each Transaction by following the procedures set out in these Payment Terms.
- 3.7 If Authorisation is granted, You must (where relevant) record on the Transaction Record the code number allocated to the Authorisation. If the Transaction so authorised is not concluded immediately, You must immediately contact the Authorisation Centre to cancel the Authorisation.
- 3.8 If Authorisation is refused the Transaction must not proceed and You must not seek Authorisation (for a Transaction on behalf of the same Cardholder) for any different amount. You are responsible for actions related to:
 - 3.8.1 failure by You to obtain an Authorisation Code;
 - 3.8.2 submitting a Transaction after receiving a decline (even if a subsequent Authorisation attempt results in an Authorisation Code); or
 - 3.8.3 You attempting to submit multiple/partial transactions or multiple Authorisations and Transactions.

4. FEES

- 4.1 You shall pay the Fees listed in the Statement of Work and in accordance with the Terms and Conditions.
- 4.2 All Fees are shown exclusive of any value added tax ("VAT") and We reserve the right to charge VAT should there be a change in tax law or in the approach of the relevant tax authorities.
- 4.3 We have the right to increase all Fees not more than once during each 12 month period and / or the right to change the Fees immediately on the event the change is required due to the requirements of the Acquirer or other third party outside of Our control. Any such change will come into effect one calendar month following the notice (or a greater period where specified in 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. For the avoidance of doubt, Fees as

set out in each Statement of Work will not be reduced for the Licence Term.

- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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. STORAGE FEE

- 5.1 If no transactions, including withdrawal, deposit, exchange or transfer ("**Transactions**") are processed under the Statement of Work You do not close your account, You will pay a fee to store Your balances with Us ("**Storage Fee**").
- 5.2 Where there are no Transactions for nine (9) months the Storage Fee shall be £25 per calendar month;
- 5.3 Where there are no Transactions for eighteen months (18) the Storage Fee shall be £50 per calendar month.
- 5.4 Where You recommence making Transactions with Access PaySuite Pay360, the Storage Fee shall cease.
- 5.5 The Storage Fee only applies where You hold a balance with Us. No Storage Fee will apply if you do not hold funds in your account.

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 do not, and will not, have annual sales (which includes the sales of all related entities) which exceed the Maximum Amount; and
 - 6.1.5 You are located within the Territory;
 - 6.1.6 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.
 - 6.1.7 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 a credit check, 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 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 European Union (EU) 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 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 Pay360 Account.
 - 7.1.4 You permit Us to share information about You, Your application (including whether You is approved or declined) and Your Pay360 Account, Your bank or other financial institution or as otherwise required by Us.
 - 7.1.5 Under Applicable Laws governing anti-money laundering, We 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 Pay360 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 Pay360 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 Pay360 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; and
 - 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.
- 9.1.6 You must undertake Transactions using 3D Secure programmes. If, when so requested, You fail to implement 3D Secure within a timescale acceptable to Us, Your right to process Transactions may be terminated immediately.

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.
- 9.3.2 You must ensure that the acceptance, processing and submission of any such Transaction is made in accordance with the Payment Facilitator Relationship Program Standards.

9.4 UNAUTHORISED OR INCORRECTLY PROCESSES TRANSACTIONS

- 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 present Transactions to Us for Authorisation and Settlement by way of electronic transfer in accordance with the Payment Facilitator Relationship Program Standards. The Transaction Data requirements are set by the Networks and will be advised to You by Us from time to time. You shall implement such changes within the required timescale as detailed in such notification(s).
- 10.2 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.
- 10.3 You agree and confirm that We have the absolute right to cease to accept Transaction Data or Authorisation requests from You at any time.
- 10.4 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.
- 10.5 In circumstances where Transaction Data is to be delivered to Us via a Third Party, You accept responsibility for the collection, security, integrity and delivery to Us of such Transaction Data.
- 10.6 You must not present for Settlement, or allow anyone else to present for Settlement, to Us more than one set of Transaction Data for each Transaction.

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 We have sole discretion over the establishment and maintenance of any pooled account holding Your Balance. Funds associated with Your Pay360 Account will be held in a separate account from Our corporate funds. We will not use Your funds for Our corporate purposes (including the granting of any security or similar interest), will not voluntarily make Your funds available to Our creditors in the event of bankruptcy or for any other purpose and will not knowingly permit Our creditors to retrieve Your funds.
- 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.
- 13.2 If We receive a Chargeback notice We will, without notice, debit Your Pay360 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 from Your Nominated Bank 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 12.2 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.
- 13.5 You agree that comprehensive Chargeback procedures are published by each Network and that the Payment Facilitator Relationship Program Standards also contain guidelines which are intended to serve only as a general guideline for compliance.

14. COMPLIANCE WITH NETWORK RULES AND LAWS

- 14.1 Subject to Applicable Law and Network Rules, You will honour all valid and current Cards without discrimination when properly presented by a Cardholder for payment and not establish a minimum or maximum transaction amount as a condition for honouring Cards.
- 14.2 You will provide Your full range of goods and/or services to Your Cardholders at prices no greater than normal cash prices or as otherwise permitted by the Networks.
- 14.3 You will not accept unapproved Transactions.
- 14.4 If You indicate a price to a Cardholder that is not a price applicable to all methods of payment You accept (whether due to a charge or a reduction), then before You accept a Transaction, You must display a statement explaining any methods of payment to which an indicated price does not apply and the difference in price either as an amount or a percentage as required by the Network Rules. The statement must be displayed at each public entrance to Your premises and (except for Card Not Present Transactions) at each point of sale. Statements in respect of Card Not Present Transactions must be made in accordance with these Payment Terms.
- 14.5 You will only use the Payment Services to submit Transactions in respect of goods and/or services that You provide to Your Cardholders. Any differences in prices must not exceed the costs borne by You for the use of that specific Card.
- 14.6 You will submit all Transactions for Authorisation in accordance with these terms and the Payment Facilitator Relationship Program Standards.
- 14.7 You agree to comply with any audit requested by the Acquirer including but not limited to data security, confidentiality, PCI related standards and Network Rules. For the purpose of auditing the performance of Your obligations under these Payment Terms and Third Parties (to the extent that these have been permitted in writing by Us), You will on request (and at Your own expense):
 - 14.7.1 provide documentary evidence to Us, in the form and in the manner requested by Us, of Your compliance with all of the requirements and obligations set out in these Payment Terms;
 - 14.7.2 provide all such information required to carry out necessary investigations for the purpose of such audit;

15. RESTRICTED, UNAUTHORISED OR ILLEGAL USE

- 15.1 You will comply with all Applicable Law and only accept Cards for Transactions that are allowed by Applicable Law.
You warrant not to:
 - 15.1.1 submit for payment any Transaction it knows or ought to have known is illegal;
 - 15.1.2 accept from a Cardholder, any Transaction known to be illegal;
 - 15.1.3 process Transactions for anything other than the genuine purchase of Your goods and/or services

- 15.1.4 impose any minimum or maximum Transaction values
 - 15.1.5 discriminate against the use of Cards in any way
 - 15.1.6 split a Transaction into two or more Transactions, unless explicitly permitted by the Network Rules
 - 15.1.7 accept Transactions relating to goods and/or services which fall outside the description of Your business without Our prior approval;
 - 15.1.8 accept a Transaction or present Transaction Data that was not undertaken directly between You and Cardholder
 - 15.1.9 process cash advances or otherwise accept or process transactions in order to give Cardholder cash;
 - 15.1.10 refund Transactions to a Card that was not originally used to make such Transactions
 - 15.1.11 accept money from a Cardholder in connection with processing a Refund to the Cardholder's account
 - 15.1.12 request a Cardholder to disclose their Card's personal identification number ('PIN') at any point in a Transaction
 - 15.1.13 act as a payment processor, payment facilitator or otherwise resell the Payment Services to any Third Party
 - 15.1.14 use the Payment Services to handle, process or transmit funds for any Third Party;
 - 15.1.15 accept any Transaction using any Card issued in Your name, or related to the Nominated Bank Account or of a partner in, or director or other officer of Your, or of the spouse or any member of the immediate family or household of any such person.
- 15.2 We may decide not to authorise or settle any Transaction that You submit to Us if We believe that the Transaction is in violation of the Payment Terms or any other agreement with Us or that it exposes You, Cardholders, or Us to harm. Harm includes fraud and other criminal acts, including submitting Transaction Data that You knew or ought reasonably to have known would cause harm.
- 15.3 You shall notify Us without undue delay on becoming aware of any unauthorised or incorrectly executed Transaction.
- 15.4 In the event that a Cardholder;
- 15.4.1 denies having authorised an executed Transaction; or
 - 15.4.2 claims that a Transaction has not been correctly executed,
- 15.5 We will prove that the Transaction was authenticated, accurately recorded, entered into Our accounts and not affected by a technical breakdown or some other deficiency in the service provided by Us.

16. NETWORK LOGOS AND MARKS

- 16.1 Your use of Network logos and marks ('Marks') is governed by the Network Rules; You must familiarise and comply with these requirements.
- 16.2 The Networks are the sole and exclusive owners of their respective Marks.
- 16.3 You may not contest the ownership of the Network Marks for any reason.
- 16.4 The Networks may at any time, immediately and without advance notice, prohibit You, from using any of the Marks for any reason.
- 16.5 You must display appropriate signage at the relevant point of sale (including on-line, on multi-media platforms and at payment gateways, as applicable) which displays the relevant Marks to indicate which Cards are accepted for payment.
- 16.6 We may require You to make modifications to Your relevant point of sale (including on-line, on multi-media platforms and at payment gateways, as applicable) or other advertising and signage in order to comply with Network Rules related to the Marks.
- 16.7 The Networks may at any time, immediately and without advance notice, prohibit You from using any of the Marks for any reason.

17. PCI DSS COMPLIANCE

- 17.1 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.
- 17.2 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.
- 17.3 Details of PCI-DSS and compliance requirements can be accessed via the following website at <http://www.pcisecuritystandards.org>

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

- 18.1 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.
- 18.2 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.
- 18.3 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.

19. RECEIPTS

- 19.1 You shall provide receipts at the option of the Cardholder as required by the Network Rules. We provide Cardholders with the option to receive a receipt electronically for all transactions.

20. REFUNDS AND RETURNS

- 20.1 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:
 - 20.1.1 the authorisation did not specify the exact amount of the Transaction when the authorisation was given; and
 - 20.1.2 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.
- 20.2 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 Pay360 Account in accordance with these Payment Terms and Network Rules.
- 20.3 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.
- 20.4 If Your Refund policy prohibits returns or is unsatisfactory to the Cardholder, You may still receive a Chargeback relating to such sales.
- 20.5 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 Pay360

Account and Nominated Bank Account. We will not refund to You the initial Transaction fee.

- 20.6 The Fees are also Refunded by Us, so the full purchase amount is always returned to Your Cardholder. You must issue Cardholder Refunds to the card account used to make the original purchase and only in the original amount of the corresponding charge for which You are submitting the Refund.
- 20.7 You may not submit a Refund when there is no corresponding purchase on a Card.
- 20.8 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.
- 20.9 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.
- 20.10 In order to reclaim an unauthorised or incorrectly executed Refund on Your Pay360 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.
- 20.11 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.
- 20.12 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.
- 20.13 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.
- 20.14 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.

21. WHEN WILL WE PAY YOU?

- 21.1 We will value date and credit the amount of a Transaction to Your Pay360 Account on the Business Day on which We receive the funds, without charge.
- 21.2 We will automatically initiate a payout of Proceeds from a given Business Day to Your Nominated Bank Account three (3) Business Days following receipt of funds or as otherwise set out in the Statement of Work. Funds received into and credited to Your Pay360 Account shall be deemed made available to You for this purpose.
- 21.3 For the purposes of the Payment Services Regulations 2017, You give Us a payment order to pay Your Proceeds to You.
- 21.4 The time of receipt of Your payment order for Us to execute these payment transactions is deemed to be the relevant Business Day on which the payment is executed.
- 21.5 You may revoke this payment order by providing notice to Us up until the time of receipt of the payment order.

22. DELAYED PAYMENT OF PROCEEDS TO YOU

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 You may be required to maintain a certain level of funds in your Pay360 account, if required this will be specified in the Statement of Work.

23. TAX

- 23.1 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').
- 23.2 You are also solely responsible for collecting, withholding, reporting and remitting correct Taxes to the appropriate tax authority.
- 23.3 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.
- 23.4 We specifically disclaim any liability for Taxes.

24. INDEMNITY, COMPROMISE AND LIABILITY

- 24.1 You accept full financial liability and responsibility for:
- 24.1.1 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;
 - 24.1.2 any loss that We may incur as a result of any and all acts and/or omissions of You; and
 - 24.1.3 the termination of these Payment Terms due to You being, or becoming, an OFAC Restricted Person.
- 24.2 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:
- 24.2.1 any Transaction or any other dealing between You and a Cardholder;
 - 24.2.2 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;
 - 24.2.3 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;
 - 24.2.4 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;
 - 24.2.5 any assessment that is undertaken or that is required to be undertaken by the Network; or
 - 24.2.6 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.
- 24.3 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.

24.4 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.

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

- 24.5.1 all information, instructions, and materials provided by or on behalf of You or Your Listed Affiliates in connection with the Payment Services;
- 24.5.2 Your Systems;
- 24.5.3 the security and use of Your Access Credentials; and
- 24.5.4 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.

24.6 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.

24.7 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.

24.8 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.

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

- 24.9.1 Your obligation to pay any amounts due under this Agreement;
- 24.9.2 any indemnity provided by You under this Agreement

24.10 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 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.

24.11 The provisions of this clause 23 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.

25. TRANSACTION DATA

25.1 In conjunction with the Acquirer, We will act as a data controller of Transaction Data or other data relating to Sub-Merchants which is collected or otherwise processed a result of the performance of the obligations of either party under this Agreement (but for the avoidance of doubt shall not include any data relating to Sub-Merchants which you may collect or process for purposes outside of this Agreement).

25.2 The Acquirer's Privacy Notice is available at https://www.firstdata.com/en_ie/privacy.html

26. APPLICABLE NETWORK RULES

26.1 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').

26.2 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>

26.3 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.

26.4 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.

26.5 You agree not to take any action that could interfere with or prevent the exercise of the right set out in clause 24.4 by the Networks.

26.6 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.

26.7 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.

26.8 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.

27. PAY 360 TERMINATION RIGHTS

27.1 In addition to the termination rights contained in Schedule 1, We may terminate this Statement of Work:

- 27.1.1 if the Networks de-register Us or if Acquirer ceases to be a member of the Networks for any reason;
- 27.1.2 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;
- 27.1.3 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;
- 27.1.4 if You submit transactions for processing on behalf of any Third Party;
- 27.1.5 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;
- 27.1.6 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;

- 27.1.7 if for six (6) consecutive months You fail to submit any Transactions or no activity is recorded by Us;
- 27.1.8 if there is a direct or indirect change of Control to You or Your parent company;
- 27.1.9 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;
- 27.1.10 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);
- 27.1.11 if Acquirer terminates its relationship with Us for any reason;
- 27.1.12 The Acquirer or the Networks request Us to do so;
- 27.1.13 if the Acquirer fails to have a valid licence with any Network to use any trademark accepted by the You; or
- 27.1.14 if We are required to do so by Applicable Law (for example, where the provision of Payment Services to You is or becomes, unlawful).

28. SUSPENSION AND TERMINATION

- 29. You may terminate the Direct Credit 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 Direct Credit 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 Direct Credit Services before the end of the Term.

30. PAYMENT SERVICES UPON CLOSURE OF YOUR PAY360 ACCOUNT

- 30.1 Closure of Your Pay360 Account will cancel any pending Transactions.
- 30.2 Any Proceeds that We 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.
- 30.3 If an investigation is pending at the time You close Your Pay360 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.
- 30.4 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.

APPENDIX to
SCHEDULE 6 - ACCESS PAYSUITE PAY360

Appendix (ApplePay)

These Payment Terms apply whenever You accesses or uses the Apple Pay Payment Service as indicated in the applicable Statement of Work. These Payment Terms are incorporated into the Statement of Work and, together with the Master Terms, the Payment Terms and the Professional Services Terms (if applicable), form part of the Agreement between We and You. In some cases, additional or modified rights to those provided in these Payment Terms will be included in a Statement of Work.

1. OVERVIEW OF APPLE PAY PAYMENT SERVICE

This Section 1 provides an overview of the Apple Pay Payment Service for any You which intends to:

- (a) deploy Apple Pay as a method of payment acceptance for its consumers; and
- (b) engage We to enable You to use Apple Pay.

Apple Pay is a payments platform supplied by Apple Inc., a California corporation, having a principal place of business located at One Apple Park Way, Cupertino, California 95014, U.S.A. ("**Apple**"), utilising Apple Technology to enable end-users to make payments using credit, debit, and prepaid cards and other physical, digital or virtual payment cards, credentials, or account access devices and access other related services using Apple Products designated by Apple or its affiliates, as the same may be modified, rebranded or substituted from time to time by Apple. You may participate in the Apple Pay Payment Service through We, subject to these Payment Terms.

2. APPLE PAY TRANSACTIONS

2.1 Terms applicable to Apple Pay Transactions.

2.1.1 In making the Apple Pay Payment Service available, to use as a payment acceptance method, to its consumers, You agree to comply with the Apple Pay Platform Web Merchant Terms and Conditions set out at: <https://developer.apple.com/terms/apple-pay-web/> or as may be notified to You and as may be varied from time to time, (the "**Apple Pay Terms**"). Any Capitalised terms used within these Payment Terms not defined elsewhere in the Agreement shall take the meaning as defined under the Apple Pay Terms for the purposes of the Apple Pay Payment Service.

2.1.2 If any addition or amendment is made to the Apple Pay Terms (for example, as a result of Apple introducing new features or functions to the Apple Pay app), or to Our own agreement with Apple, that requires these Payment Terms to be amended, then We and You agree to enter into a written contract variation in order to introduce such additional requirements to these Payment Terms.

2.1.3 You agree to maintain in strict confidence (unless otherwise agreed by We in writing) the content of any Apple documentation which it receives in connection with its participation in the Apple Pay Payment Service.

2.1.4 You warrant, represents and undertakes to Us that it shall use commercially reasonable efforts to prevent the introduction of harmful code into all software and hardware used by it in performing its obligations under these Payment Terms or in its use of Apple Pay.

2.1.5 We may immediately either terminate or suspend Your participation in the Apple Pay Payment Service at any time with or without notice.

2.1.6 We may suspend or reject Apple Pay Transactions in its sole discretion.

2.2 Merchant fees

We may charge in the circumstances where the Apple Pay transaction is routed through the Payment Services Platform or other payment gateway infrastructure, or equipment provided by We, ("the Apple Pay Transaction Charge"). The Apple Pay Transaction Charge shall be equal to the payment transaction fee set out elsewhere in the Agreement, either to the extent where there is a standard per payment gateway transaction charge, or variable where the payment transaction charge differs depending on the card payment type used to make the transaction.

2.3 Indemnification and You liability

2.3.1 You have sole responsibility for compliance with the Apple Pay Terms. Notwithstanding any limitation of liability under the Agreement, You shall fully indemnify and keep indemnified We on demand against any and all expense, cost, damage, loss, fine, penalty, judgment or liability, including reasonable legal fees, suffered or incurred by the We resulting from any failure by You to meet with any such compliance with the Apple Terms.

2.3.2 To the extent permitted by applicable law, You agree to indemnify and hold harmless, and upon Our request, defend, We, its directors, officers, employees, independent contractors and agents (each a "**We Indemnified Party**") from any and all claims, losses, liabilities, damages, taxes, expenses and costs, including without limitation, attorneys' fees and court costs (collectively, "**Losses**"), incurred by a We Indemnified Party and arising from or related to any of the following: (i) Your breach of any certification, covenant, obligation, representation or warranty in these Payment Terms; or (ii) You or its Affiliates' activities under these Payment Terms or use of Apple Pay, including but not limited to any end-user claims regarding Your Website(s) and Your platform applications and/or goods or services offered through Your Website(s), (b) a Security Breach, (c) any Unauthorized Transaction, or (d) the gross negligence, fraud, wilful misconduct, or criminal activity of You, its Affiliates, or Your service providers.

2.3.3 You shall be wholly responsible and liable to Us, for any Transactions entered into by it or on its behalf or by or on behalf of its You and any other person who initiates a Transaction and for any Losses suffered or incurred in relation to or in connection with any such Transaction. Your responsibility and liability for the acts and omissions of others under this section 2.3.3 shall be the same as if it had carried out the relevant Transaction, act or omission itself.

2.3.4 Nothing in these Payment Terms shall have the effect of excluding or limiting any liability which cannot be excluded or limited under applicable law, including any liability for death or personal injury caused by negligence or for fraudulent misrepresentation or fraud.

2.4 Additional Limitations of Liability

2.4.1. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN RESPECT OF YOUR USE OF THE APPLE PAY PAYMENT SERVICE THAT IS CAUSED BY, OR ATTRIBUTABLE TO, APPLE, EXCEED THE GREATER OF FIFTY DOLLARS (\$50.00) OR THE AMOUNT THAT CAN BE SECURED IN OUR AGREEMENT WITH APPLE.

2.4.2 In addition to any excluded loss under the Agreement, We shall not be liable, whether in contract (including under any indemnity), tort (including negligence), misrepresentation, for breach of statutory duty, or otherwise, arising under or in connection with Apple's services under these Payment

Terms for any:

- a) loss of business;
- b) loss of revenues;
- c) loss of profits;
- d) loss of business opportunities;
- e) loss of anticipated savings;
- f) loss of goodwill;
- g) damage to reputation;
- h) losses of Your Yours or their Yours;
- i) loss of, or loss of use or corruption of, data, information or software; or
- j) for any special, consequential loss or damage of any kind, in either case even if We have been advised of the possibility of such loss arising.

2.4.3 Subject to section 2.4.2 We shall not be liable for any loss arising from any act or omission of Apple or We arising out of or in relation to Apple Pay unless You or other relevant person:

- a) notifies We of the claim within ninety (90) calendar days of the event giving rise to it first becoming aware of its loss caused by Our act or omission;
- b) makes a claim within six (6) calendar months after it first becomes aware of its loss caused by Apple's or Our act or omission (as applicable); and
- c) brings proceedings before a court or competent tribunal, or initiates a mediation or arbitration process, within twenty-four (24) calendar months after it first becomes aware of the loss to which the claim relates, to recover that Loss, unless Apple and/or We, as applicable, have accepted Your claim.

2.4.4 Where We are liable to Apple due to Your: breach of contract (including under any indemnity); tort (including negligence); misrepresentation; breach of statutory duty; or otherwise, arising under or in connection with Your use of Apple Pay, You may be liable for:

- a) loss of business;
- b) loss of revenues;
- c) loss of profits;
- d) loss of business opportunities;
- e) loss of anticipated savings;
- f) loss of goodwill;
- g) damage to reputation;
- h) loss of, or loss of use or corruption of, data, information or software; or
- i) for any special, consequential loss or damage of any kind, in either case even if Apple or We have been advised of the possibility of such loss arising.

2.4.5 IN ADDITION TO THE LIMITATIONS OF LIABILITY AND DISCLAIMERS SET FORTH IN THE AGREEMENT, WE SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM THE USE OF APPLE PAY, THE APPLE PAY WEB APIS OR THE APPLE PAY PLATFORM, INCLUDING, BUT NOT LIMITED TO, (I) ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS, (II) ANY CHANGES WHICH APPLE MAY MAKE TO THE APPLE PAY WEB APIS OR THE APPLE PAY PLATFORM, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE APPLE PAY WEB APIS OR THE APPLE PAY PLATFORM (OR ANY FEATURES WITHIN THE APPLE PAY PLATFORM), OR (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO PROVIDE ANY DATA TRANSMITTED BY OR THROUGH YOUR USE OF THE APPLE PAY WEB APIS OR THE APPLE PAY PLATFORM. It is Your sole responsibility to maintain appropriate alternate backup of all of Your content, information and data. YOUR USE OF OR RELIANCE ON APPLE PAY WEB APIS IN CONNECTION WITH THE PROGRAM IS AT YOUR SOLE RISK. WE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR

IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, RELIABILITY, SECURITY, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO APPLE PAY OR APPLE PAY WEB APIS.

2.4.6 We shall have no liability whatsoever to You in the event Apple exercises its discretion to suspend or terminate Your participation in Apple Pay, unless the suspension or termination was due to a breach by We, in which case Our limitation of liability under the Agreement shall apply.

2.4.7 Transaction Verifications

You shall be solely responsible for verifying the validity of Transactions completed using the Apple Pay Web APIs prior to the delivery of any goods or services to an end-user. We will not be liable for Your failure to verify the validity of such Transactions.

2.4.8 No We Liability for Unauthorized Transactions

You acknowledge that We have no responsibility to check that the Apple Pay Platform allows We to evidence that Transactions made on the Apple Pay Platform from or through Your Website(s) or Your platform applications have been duly authorised. We shall not be liable in any event for any Unauthorized Transactions made by end-users from or through Your Website(s) or Your platform applications.

3. USE OF YOUR DATA FOR APPLE PAY AND DATA PROCESSING

3.1 Use of Your Data for Apple Pay

3.1.1. We (including its Affiliates) may use or disclose Your Data to instigate a Transaction through Apple Pay including for the purposes set out below:

- a) as required to administer, handle, manage, operate, process and reconcile Transactions, Refunds and Transaction disputes made via the Apple Pay Platform, in accordance with its own agreement with Apple;
- b) for assessing compliance with Documentation, carrying out audits, investigating and handling complaints and Transaction disputes;
- c) for accounting purposes, including billing and collections;
- d) for detecting, investigating and protecting against fraud, money laundering, terrorism financing and other illegal or prohibited activity; for internal reporting purposes;
- e) for the provision of the Apple Pay Payment Service to You as per the Agreement;
- f) in preparing for and acting in relation to inquiries, investigations or proceedings, including

but not limited to, by any governmental body or other competent authority with jurisdiction; and

- g) to allow You to fulfil the underlying order which is the subject of the Transaction; and
- h) for such other purposes as has been consented to (as required) by the relevant data subject(s), or in respect of which We have a legal basis pursuant to Data Protection Laws.

- 3.1.2 Your Data, may be disclosed by We to the extent necessary for the purposes permitted above to the following recipients:
- a) its Affiliates;
 - b) other contractors, consultants, advisers, agents and third parties;
 - c) governmental bodies in the United Kingdom, the United States, or Europe;
 - d) third parties looking to acquire or acquiring all or part of the assets or shares of We or provides financing to Us; and
 - e) to any other recipients as has been consented to (as required) by the relevant data subject(s) or in respect of which We have a legal basis pursuant to Data Protection Laws.

3.1.3 You shall be responsible for obtaining all necessary authorisations and consents from individuals under Data Protection Law that are required to permit their own use and disclosure of Your Data.

3.2 Data Processing

3.2.1 You shall at all times ensure that it collects, transfers and otherwise processes Apple Pay Transaction Data in accordance with this Section 3 and applicable law (including but not limited to applicable Data Protection Laws). You shall notify Us when any applicable law prevents it from (i) fulfilling its obligations under this Section 3 or (ii) complying with the instructions received from a data controller, except if such disclosure is prohibited by applicable law, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.

3.2.2 You shall identify a contact point within its organisation that is authorised to respond to enquiries concerning processing of Apple Pay Transaction Data from We (including requests received from data subjects concerning their Personal Data) and will reasonably cooperate in good faith with such persons in relation to such enquiries.

3.3 Security of Processing, Confidentiality and Personal Data Breach

3.3.1 Without prejudice to any other obligations on You under the Agreement, You and You Affiliates shall (a) provide clear and complete information to users regarding You or You Affiliates' collection, use and disclosure

of user data (including, at a minimum, a link to Your privacy policy from Your Websites); (b) take appropriate steps to protect Personal Data from unauthorized access, use or disclosure; and (c) comply with all applicable laws regarding privacy and data collection with respect to any collection, use or disclosure of Personal Data. If a user ceases to consent or affirmatively revokes consent for You or You Affiliates' collection, use or disclosure of his or her user data, You and You Affiliates must promptly cease all such use. Furthermore, You shall implement administrative, technical, and physical safeguards designed to protect against reasonably anticipated threats or hazards to the security, integrity, or confidentiality of Personal Data. You shall encrypt all Personal Data in accordance with industry standards for secure key and protocol negotiation and key management prior to transmission. Upon discovering a Security Breach, You will (i) promptly notify Us thereof, (ii) investigate, remediate, and mitigate the effects of the Security Breach, and (iii) provide We with assurances reasonably satisfactory to Us that such Security Breach will not recur. Additionally, if and to the extent any Security Breach or other unauthorized access, use, or disclosure of Personal Data occurs as a result of an act or omission of You, You Affiliates, You service providers, or Your Platform Providers, You will, at Your cost and expense, upon Our request, provide notices and/or undertake other related remedial measures (including notice, credit monitoring services, fraud insurance and the establishment of a call center to respond to You inquiries) which are reasonably warranted or required by law. In the event of legal proceedings, including but not limited to regulatory investigations or litigation, following or resulting from a Security Breach, You will provide We with reasonable assistance and support in responding to such proceedings.

3.3.2 You shall implement and maintain security measures to ensure the following:

- a) the pseudonymisation and encryption of Personal Data during transmission;
- b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of any processing systems and services used in connection with Apple Pay;
- c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
- d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing (security measures).

4. Updates; No Support or Maintenance

4.1 You acknowledges and agrees that:

We are not obligated to provide any maintenance, technical or other support for Apple Pay, the Apple Pay Web APIs or Apple Pay Platform. We makes no guarantees to You in relation to the availability or uptime of Apple Pay, the Apple Pay Web APIs or Apple Pay Platform, and We are not obligated to provide any maintenance, technical or other support related thereto. You understand that any such modifications may require You to change or update Your Website(s) and Platform Applications at Your own expense in order to continue to use the Apple Pay Web APIs.

4.1.1 We do not guarantee the availability, accuracy, completeness, reliability, or timeliness of any data or information displayed in connection with the Apple Pay Platform. To the extent You chooses to use the Apple Pay Platform with Your Website(s) or platform applications, You are responsible for its reliance on any such data or information. It is Your responsibility to maintain appropriate alternate backup of all content, information and data, including but not limited to any content that You may provide to Apple or We in connection with Apple Pay, the Apple Pay Web APIs or Apple Pay Platform.

5. Survival

5.1. All terms and provisions of these Payment Terms, including any and all attachments, exhibits, addendums, schedules and amendments hereto, which by their nature are intended to survive any termination or expiration of these Payment Terms, shall so survive. We will not be liable for compensation, indemnity, or damages of any sort as a result of terminating these Payment Terms or the Apple Pay Payment Service to You in accordance with its or the Agreement terms, and termination will be without prejudice to any other right or remedy We may have, now or in the future.

Appendix (PayPal)

We shall use its reasonable endeavours to provide a link to the software domain controlled by PayPal from which Your user may instigate a PayPal transaction. We shall not be responsible for such transactions, other than in any period where the transaction is routed through the Payment Services Platform or other payment gateway infrastructure operated by We, and other than for such period the transaction shall be deemed as out of scope. You shall be responsible for contracting directly with PayPal for the PayPal service, setting up a user agreement.

Appendix (Google Pay and Wallet APIs Acceptable Use Policy)

These Payment Terms apply whenever You access or use the Google Pay services as indicated in the applicable Statement of Work. These Payment Terms are incorporated into the Statement of Work and, together with the Master Terms, the Payment Terms and the Professional Services Terms (if applicable), form part of the Agreement between We and You. In some cases, additional or modified rights to those provided in these Payment Terms will be included in a Statement of Work. These Payment Terms include a requirement for You to comply with the applicable [API terms of service](#) and [Google Wallet API Terms of Service](#).

1. Prohibited Products and Services

- 1.1. To use the APIs as a biller or partner, You must comply with the policies on prohibited products and services. These restrictions would apply regardless of whether the prohibited products or services form Your entire inventory or only a part of it. Partners who engage or enable any products or services prohibited by applicable local laws are not allowed to use the APIs as billers or partners. A non-exhaustive list of prohibited products and services includes the following:

Adult products and services:

- 1.1.9. Google do not allow the APIs to be used for pornography and other sexually explicit material. This includes but is not limited to: prostitution, escort or companionship services, or any product or service which promotes underage, non-consensual, or other illegal sexual themes.

Child endangerment:

- 1.1.10. Google do not allow the APIs to be used for any transactions related to products, services or content that sexualises minors or appeals to children but contains adult themes.
- 1.1.11. If Google become aware of any transactions related to child sexual abuse imagery, Google will report such transactions to the appropriate authorities.

Counterfeit, illegal, or stolen products and services:

- 1.1.12. Google do not allow the APIs to be used for transactions of illegal products or services, products produced in violation of a third party's rights, or counterfeit goods. Counterfeit goods contain a trademark or logo that is identical to or substantially indistinguishable from the trademark or logo of another. They mimic the brand features of the product in an attempt to pass themselves off as a genuine product of the brand owner.
- 1.1.13. Google do not allow the illegal sale of products and services using Google Pay and Wallet (e.g., fake currency, tickets, smuggled goods, and goods in violation of export, import or labelling restrictions). Businesses are solely and completely responsible for verifying that all items sold by the business are authentic and legal in all applicable jurisdictions.

Copyrighted material

- 1.1.14. Google do not allow the APIs to be used for the sale of unauthorised copyrighted material. Examples include: copies of books, music, movies, and other licensed or protected materials, including copies without proper attribution, and unauthorised copies of software, video games and other licensed or protected materials, including OEM or bundled software.
- 1.1.15. Businesses are solely and completely responsible for ensuring that they have any and all appropriate licenses or authorizations for the sale of copyrighted material.

Dangerous / violent goods

- 1.1.16. Google do not allow the use of the APIs for any transactions for the sale or purchase of products that may cause damage, harm, or injury (e.g., guns and other weapons, explosives, ammunition).

Enabling dishonest behaviour

- 1.1.17. Google do not allow the APIs to be used to sell products or services that are fraudulent, deceptive or designed to enable dishonest behaviour. A non-exhaustive list of examples include:
- a) Academic paper-writing and test-taking services
 - b) Devices or techniques for unlocking technical protection measures
 - c) Hacking and cracking materials
 - d) Devices for circumventing traffic rules

Financial Services

- 1.1.18. Google do not allow the APIs to be used for the provision of any financial products or services, unless the partner holds a relevant license from or is otherwise supervised by a competent national authority such as a financial sector regulatory agency or central bank.
- 1.1.19. In addition, Google also prohibit the provision of the following products or services:
- a) Cryptocurrency-related products and services (including ICO/IEO pre-sales, storage wallets or trading information), with the exception of the purchase or selling of cryptocurrencies with fiat monies through regulated entities
 - b) Binary options or synonymous complex speculative financial products (e.g., contracts for difference, financial spread betting, rolling spot foreign exchange, and related forms of speculative products)
 - c) Provision of training or signals for the trading of cryptocurrencies or complex speculative financial products, e.g., trading signals, tips, speculative trading information, affiliate sites containing related content or broker reviews
 - d) Personal loans which require repayment in full in 60 days or less from the date the loan is issued
 - e) Multi-level marketing or "get-rich-quick" schemes and businesses
 - f) Transactions where a second payment transaction is conducted in order to complete the first transaction or where there is a substitute merchant of record in a transaction
 - g) Credit repair services
 - h) Debt collection agencies

Gambling

1.1.20. Google currently only allow the API to be used for gambling in certain limited geographies and for restricted integration types.

Fund Solicitation

1.1.21. Google do not allow the APIs to be used for transactions or solicitation of donations to charities or organisations that are conducting unlawful or illegitimate fundraising activities.

Healthcare

1.1.22. Google do not allow the APIs to be used for the provision of healthcare content and services, unless you hold a relevant license from or are otherwise supervised by a competent national authority, or the content and services are provided through individuals or organizations with such certifications.

1.1.23. In addition, we also prohibit the provision of the following products or services:

- a) Illegal or unapproved drugs, substances, pharmaceuticals or supplements. An indicative and non-exhaustive list of such products can be found [here](#).
- b) Drug paraphernalia
- c) Miracle cure products
- d) Speculative and/or experimental medical treatments, e.g., stem cell therapy, cellular (non-stem) therapy, gene therapy and similar forms of regenerative medicine, platelet rich plasma, biohacking, do-it-yourself (DIY) genetic engineering products, and gene therapy kits.

Hateful Content

1.1.24. Google do not allow the APIs to be used for any transactions of products and services that promote violence, or incite hatred against individuals or groups based on race or ethnic origin, religion, disability, age, nationality, veteran status, sexual orientation, gender, gender identity, or any other characteristic that is associated with systemic discrimination or marginalisation.

Sensitive Data

1.1.25. Google do not allow the APIs to be used for processing sensitive data in Google Wallet without explicit permission from Google. Sensitive data covers the following categories:

- a) Personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership
- b) Genetic or Biometric data for the purpose of uniquely identifying a natural person
- c) Data concerning health or data concerning a natural person's sex life or sexual orientation
- d) Data subject to legal regulation in the Developer's country of origin (e.g the Health Insurance Portability and Accountability Act in the United States)
- e) Other forms of Sensitive Personally Identifiable Information (SPII). SPII is information which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Examples of such information include government identification numbers, driver's licenses and passport numbers.

1.1.26. Passes which process sensitive data (known as Private Passes) may be subject to additional privacy controls during onboarding.

Tobacco

1.1.27. Google do not allow the APIs to be used for the transaction or sale of cigars, cigarettes, e-cigarettes, and other tobacco products. Vaping or e-liquid products for use in smoking devices are also prohibited, regardless of whether they contain nicotine or not.

Terrorist Organizations

1.1.28. Google do not allow the APIs to be used for any transactions or provision of products and services by terrorist organizations, or to include any content related to terrorism, such as content that promotes terrorist acts, incites violence, or celebrates terrorist attacks.

1.1.29. You also may not use the APIs in any way that falsely suggests your use of the APIs is endorsed by or associated with Google, or that is likely to damage or reduce Google's goodwill or reputation.

2. Google Wallet API Usage for COVID-19 Vaccination & Testing Cards

2.1. To aid pandemic response, eligible entities may use the Google Wallet API to provide their patients with convenient evidence of vaccination and/or test results (hereafter referred to as "COVID Cards"). Usage of the API for this purpose is subject to the Google Wallet API [Terms of Service](#), all provisions of the Google Wallet API Acceptable Use Policy and the following additional requirements:

Eligibility requirements

2.1.1. Usage of the Google Wallet API for COVID Cards is limited to entities in one or more of the below categories. Your API access request must be accompanied by signed documentation on official letterhead verifying that you represent or are endorsed by an eligible entity.

2.1.2. All entities intending to issue COVID cards must use the COVID Card vertical to do so. If an entity has already used the Google Wallet API for another purpose or vertical, they must still fulfill the below requirements and complete an API access request for the COVID Card vertical. Google do not allow entities using the Google Wallet API for another vertical (e.g. loyalty passes, event tickets) to issue COVID cards without being approved for the COVID Card vertical.

2.1.3. For passes that include only uninterpreted vaccine or testing data, eligible entities are:

- a) Official government agencies
- b) Healthcare systems or providers (e.g. CVS Health, UK National Health Service, UnitedHealth Group, Kaiser Permanente, French national healthcare system, Netcare (South Africa), One Medical, etc.);
- c) Organizations authorized by public health authorities to distribute COVID-19 vaccines and/or testing

2.1.4. For passes that include interpreted data (e.g. to determine an individual's eligibility for travel or entry into public spaces), eligibility is limited to official government agencies or entities that have received permission from an official government agency. Interpreted data types are indicated with an asterisk in the Privacy requirements section below.

Privacy requirements

2.1.5. Usage of the Google Wallet API for COVID Cards must comply with the following requirements:

- a) You must ensure that COVID Cards reveal the minimum amount of personally identifiable information (e.g. name, date of birth)

required to achieve their purpose.

- b) You must comprehensively disclose all data types you plan to reveal when onboarding. For any data types not listed below, you must include a rationale for why this data type is required for your use case. COVID Cards may, but are not required to, include the following:
- i COVID-19 Vaccine Information
 - Vaccine code (e.g., CVX), vaccine generic description, or vaccine manufacturer
 - Date of vaccination
 - Lot number
 - Dose number
 - Administering facility
 - Future dose appointment details
 - ii COVID-19 Test Information
 - Test code (e.g., LOINC) or test description
 - Test result
 - Date of testing
 - Administering facility
 - iii Issuer information (name in plaintext, public key, digital signature, contact information)
 - iv Patient Name
 - v Patient Date of Birth
 - vi *Entry Eligibility Recommendation, i.e. an interpretation of an end user's vaccination and/or testing status to determine eligibility to enter a particular space or participate in a particular activity (Note that COVID Cards using this data field are subject to additional eligibility requirements detailed above)
 - vii *Expiration Date and Time (Note that COVID Cards using this data field are subject to additional eligibility requirements detailed above)
 - viii Identity Assurance Level
- c) You must not include or transmit any other sensitive personally identifiable information (e.g. government IDs, social security numbers, patient IDs, health worker IDs) without prior authorisation.

Distribution requirements

- 2.1.6. Usage of the Google Wallet API for COVID Cards is limited to end users who are above the applicable legal age of consent. You must ensure that you only distribute the "Save to Phone" button to end users who are above the applicable legal age of consent.

Appendix (Open Banking)

We shall use its reasonable endeavours to provide a link to the software domain controlled by a third party supplier (Nuapay) from which Your user may instigate an open banking transaction, (the "Open Banking Transaction") In this scenario the third party supplier shall act as a Payment Initiation Service Provider (PISP) We shall not be responsible for such transactions, other than in any period where the transaction is routed through the Payment Services Platform or other payment gateway infrastructure operated by We, and other than for such period the transaction shall be deemed as out of scope. Your use of the software service provided by the PISP shall be subject to the terms and conditions set out in Annex 1 below The charge for an Open Banking Transaction shall be as indicated on the Statement of Work.

ANNEX 1

THIRD PARTY TERMS AND CONDITIONS APPLYING TO THE NUAPAY SERVICE

Definitions

In this Annex 1:

We, means the company Pay360 Limited whose company number is 03539217) with its principal place of business at 65 Gresham Street, London, EC2V 7NQ and who is authorised by the Financial Conduct Authority (FCA) of the UK as an Authorised Payment Institute with Firm Registration Number. FCA FRN 835764.

EML Group of companies means a company which is a member of EML PLC and shall be construed accordingly

Nuapay means the company Sentenial Limited, trading as Nuapay, incorporated and registered in the UK with company number 6566456 having its registered address as 4th Floor 35 Great St. Helen's, London, England, EC3A 6AP

Nuapay Services means the software services as set out in the Statement of Work which provide the ability for the You to offer its users the ability to instigate an open banking payment transaction.

1. Nuapay Services

Nuapay shall operate as a Payment Initiation Service Provider (PISP). Nuapay shall host all aspects of the Nuapay Services and We will enable the Nuapay Services through its Payment Services Platform.

We hereby grants to You on and subject to the terms and conditions of this Agreement a non-exclusive, non-transferable, worldwide licence to allow authorised users to access and use the Nuapay Services for Your internal business purposes;

The rights provided under this Annex 1 are granted to You only, and shall not be considered granted to any subsidiary or holding company of You or any other third party; and

Nuapay Services may be provided by appropriately licenced Sentenial Group Companies. The terms in this Annex 1 cover Nuapay Services delivered by all Sentenial Group Companies.

You gives We the right to access Your account(s) at Nuapay and issue instructions to Nuapay relating to payments and funds held in these accounts; and confirms that Nuapay should treat any instructions or information received from We on behalf of You in the same way as if the instruction or information had been issued by You directly to Nuapay.

2. Processing Personal Data

It is agreed Nuapay is the Data Controller when referencing data relating specifically to the personnel of You. Personal data relating to Your personnel is required in part to meet the mandatory requirements of Nuapay to enable the provision of the Nuapay Services and also to maintain the necessary contact with You for the working Nuapay Service. Personal data held for these purposes may include any of the following items:

- Name
- Address
- Telephone number
- e-mail address

Under the provision of Nuapay Services covered by this Agreement including enabling financial transactions to be actioned between You and its clients, personal data relating to those clients will be processed. The transaction data used for this purpose may include the following items.

- Name
- Address
- Bank account details
- Telephone number
- e-mail address

Where You uses the Nuapay Bacs FM Direct Debit service, You and Nuapay operate as joint controllers of this Payer Data.

Where a You uses other Nuapay Services, You are the Data Controller of the Payer Data, and We and Nuapay are the Data Processors.

In addition, where Nuapay issues payment accounts in the name of You and is obligated to retain such information for compliance purposes, it operates as a separate Data Controller for such data.

Nuapay may transfer personal data to other EML Group Companies but only where this is essential to the provision of the services required by You.

Data will be returned to You or deleted as requested by You (at no additional charge providing that You accepts Our standard secure data transfer method and process) on the termination of this Agreement or the termination of these Nuapay Service (a partial termination of the Agreement) subject to applicable local laws which may require certain data items to be retained for a period not exceeding ten (10) years.

You have sole responsibility for the legality, reliability, integrity, accuracy and quality of all data it submits to the Services.

Nuapay will process all personal data provided by You or via We only on and in line with documented instructions from You as defined within this Agreement, unless required to do so by any applicable law to which Nuapay is subject. In such a case Nuapay shall inform You of that legal requirement before processing any data, unless that law prohibits such information being disclosed.

You accepts that We and/or Nuapay may use other data sub-processors to fulfil its commitments, where and if this happens We remains fully liable for the activities of such sub-processors and will only engage with such sub-processors under formal contract requiring any sub-processors used to fully comply with all relevant provisions in this Agreement including but not limited to aspects of applicable data protection and the prevention of financial crime regulations.

In the event of any loss or damage to Your Data, We and Nuapay shall use reasonable endeavours to restore the lost or damaged data from the latest back-up of such data maintained by We.

1. Nuapay Payment Accounts

Nuapay may issue You with one or more Nuapay payment accounts. Nuapay will carry out a number of

You due diligence checks based on the information provided by You. Nuapay may export Your Data to external suppliers such as credit reference bureau in order to meet Nuapay's regulatory requirements in respect of providing the services required by You.

Based on the outcome of You due diligence checks Nuapay and/or We may decide not to provide the services requested by You and may not issue a payment account. Nuapay may impose operational limits which may include, but not limited to, limitations on the value or volume of Transactions processed or may require a reserve balance to be held on the issued account. You will be notified should any such limits be required prior to the commencement of the provision of the requested services or any issued account being opened.

Nuapay, acting reasonably, and solely in regards the Nuapay Services retains the right to amend or add any limitations applied to the services being used or the use of a Nuapay account at any time. A minimum of two (2) months' notice will be given to You should such a review impose more restrictive limits, such as a higher minimum balance to be held on the initial account. You will be notified should any such limits be required prior to the commencement of the provision of the requested services or any issued account being opened. You can request a review of any limits at any time.

Nuapay and /or We may withdraw access to the Nuapay Services and any Your Nuapay account or modify any limits imposed on this account if any reasonable grounds that Your use of the Services is either inappropriate or unlawful use is detected for example, but not limited to, use of the account for money laundering, terrorist funding, the transfer of money to sanctioned parties, using the service in a way that is not compliant with the Scheme Rules that apply to the payment being processed or using the service in a way that increases the risk of payment failures occurring when compared to the business model agreed at the time of signing this Agreement.

Where issued You will operate their Nuapay payment account(s) in line with the following conditions.

- a) Maintain sufficient funds in the account to ensure that it does not fall into a negative balance (overdrawn), or below any higher positive value limit specified by Nuapay as per Section 4 above.
- b) All monies held in the account must be for the purpose of executing payment transactions or resulting from processing payment transactions.

Nuapay Bacs FM Direct Debit Process - Where You opts to use this Nuapay Service, Nuapay will issue a Service User Number ("SUN") referencing You and will also create an account named 'Nuapay re You' which will act as the originating account for the debiting process. Funds collected under this process will be transferred to an account defined by You on the

third business day following the due date of the direct debit. Nuapay may require a minimum balance be held on the originating account to cover any unsuccessfully challenged indemnity claims that payers to You may lodge.

4. You Obligations

You shall:

- a) provide Nuapay and We with all necessary access to such information, personnel and necessary cooperation as may be required by Nuapay and/or We in order to render the Nuapay Service and for Nuapay and/or We to fulfil its regulatory and legal responsibilities including but not limited to Your Data and security access information;
 - b) at all times maintain all necessary licences and authorisations required to conduct Your business;
 - c) notify Nuapay or We immediately if any authority revokes any authorisations of You, or issues any correspondence to You concerning alleged or actual non-compliance with any applicable laws and regulations with respect to its activities under this Annex 1;
 - d) at Nuapay's request either direct or via We (acting reasonably), make available without undue delay any file, correspondence, document and/or information relating to You and/or transaction information and that has not already been made available by You for the sole purpose of enabling Nuapay and /or We to comply fully and effectively with its You due diligence, anti- money laundering, counter terrorist financing and/or similar obligations. Nuapay and/or We shall be entitled to make and retain copies of all files, correspondence, documents and/or information made available in accordance with this clause;
 - e) cooperate fully with any periodic due diligence Nuapay undertakes on behalf of We on You to ensure compliance with the law and this Agreement (to be conducted upon reasonable notice, during normal business hours and in a manner that shall not interfere with the normal operation of Your business), including providing any document or information that Nuapay may reasonably request including, but not limited to, completing and returning the Anti-Money Laundering ("AML") questionnaire, providing information on Your beneficial owners and/or copies of internal policies and procedures;
 - f) adhere to and agree to be bound by and shall comply and observe in all respects with the rules, terms and standards of the payment schemes ("**Scheme**") being used and which said obligations and business standards which are defined by the various Schemes including, but not limited to, the Single European Payment Area ("SEPA") Direct Debit and Credit
- Transfer Scheme Rulebooks (as defined and published by the European Payments Council) and for Sterling transactions the Service User Guides issued by Bacs and Faster Payments
- g) not used;
 - h) not used;
 - i) act upon and take any necessary actions relating to all rejects, returns and refunds in relation to all payments processed by Nuapay and resolve any disputes directly with the paying You;
 - j) without delay, provide information relating to processed or pending payments and mandates, as well as a copy of any mandate, when requested to do so by Nuapay;

keep Nuapay and We fully indemnified against all actions, claims, damages, costs and expenses (including reasonable legal fees and expenses on a full indemnity basis) directly incurred, which Nuapay and /or We may suffer, sustain or incur with reference to or as a consequence of Nuapay and /or We acting on Your behalf and processing payments in the relevant payment Scheme, including the Faster Payments Scheme for Nuapay Open Banking service and Bacs for Nuapay Direct Debits Service. Any termination of sponsorship by Nuapay and/or We shall not affect Your continuing responsibility and liability to either We or Nuapay in respect of claims arising in relation to transactions initiated by You prior to the date of such termination;

- k) not used;
- l) comply as far as it is reasonable in view of any material constraints with any guidance issued from time to time in relation to risk mitigation whilst processing payments; resolve, any disputes concerning payments directly with the persons paying, and use; reasonable endeavours to inform Nuapay, either directly or via We, as soon as is reasonably practicable of any complaints that it receives from persons paying in relation to their payments; and

carry out all You responsibilities set out in this Agreement in a timely and efficient manner.

5. Proprietary Rights

You acknowledges and agrees that Nuapay and/or its licensors or sub-contractors own all intellectual property rights in the Nuapay Services, and any enhancements and modifications to the Nuapay Services shall vest in and be owned wholly by Nuapay.

- a) Nothing in this Agreement limits the liability of You to Nuapay and /or We in relation to Your indemnity at Clause 4(k) of this Annex 1.
- b) Nuapay and/ or Our total aggregate liability to You arising in connection with the performance or contemplated performance of this the Nuapay Services in each year shall be limited to 110% of the Fees paid by You to Us in the previous twelve (12) months for use of the Nuapay Service.
- c) Nuapay an/or Our total aggregate liability for breach of Clause 2 (**Processing of Personal Data**) in each year shall be limited to 250% of the Fees paid by You to Us in the previous 12 months for use of the Nuapay Services. Nuapay and/or We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to by You , or any actions taken by Nuapay and/or We at Your direction.

6. Term and Termination

- a) Nuapay and /or We shall be entitled to suspend the processing of any transaction, singularly or as a batch, if a transaction fails any Anti Money Laundering or financial crime checks that Nuapay carries out as part of its regulatory commitments. Nuapay and/or We may also suspend the processing of any You initiated transaction where You have insufficient funds available in their Nuapay account. Notwithstanding any other provisions in this agreement, Nuapay and/or We shall cease provision of any Nuapay Services in the event that there are legitimate concerns surrounding You,

including but not limited to the security of the payment services, the undertaking of any of the activities listed at www.nuapay.com/restricted_activities, or being in breach of the Agreement.

Nuapay may terminate this Agreement in accordance with Clause 11.1.2 of the Master Terms, even if We decides not to terminate their Agreement with You.

b) On termination of the Nuapay Services for any reason:

- i. Access to the Nuapay Services will be withdrawn and all Nuapay payment accounts issued to You will be closed on the termination date;
- ii. You remains liable for a period of thirteen (13) months in the case of SEPA Direct Debit transactions or indefinitely for Direct Debits processed via Bacs after the termination of the Nuapay Services to compensate Nuapay and/or We in full for any claims made against You resulting from the return of any Direct Debit collection initiated by You for any reason; and
- iii. where You terminates the Nuapay Services within this Agreement an amount equivalent to 5% of the value of any direct debits collected in the four (4) week period prior to receipt of the termination notice by Nuapay and /or Capita will be held in reserve to cover any claims received for unpaid direct debits. The residue of this amount will be transferred to an account specified by Customer two calendar months after the date of termination net of any claims made during this period.

7. Associated Agreements

Not used

8. Means of complaint

If the Nuapay Services provided by Nuapay do not meets the Customer's expectations, the Customer can send a complaint by email to support@nuapay.com. A unique reference will be provided to Customer to allow them to track progress in resolving the issue. The maximum response time from Nuapay will also be communicated to the Customer, as well as the mechanism for escalating said complaint in the event that a satisfactory solution has not been obtained within the allotted time.

SCHEDULE 7

DATA PROCESSOR TERMS

1. DEFINITIONS

- 1.1. In this Schedule 6 the following words shall have the following meanings:

Approved Jurisdiction	as defined at clause 2.3 of this Schedule 6 and as supplemented by any territory or territories where Sub Processors are based.
Data Protection Legislation	shall mean the Data Protection Act 2018, the Retained Regulation (EU) 2016/679 (UK GDPR) as incorporated under the European Union (Withdrawal Act) 2018 and as amended by The Data Protection, Privacy and Electronic Communications (Amendment Etc.) (EU Exit) Regulations 2019, and any other laws or regulations applicable in the United Kingdom, and where applicable to Us in the performance of this Agreement to You, the General Data Protection Regulation (Regulation (EU) 2016/679 (EU GDPR)), in each case as amended or repealed.
	"personal data", "data subject", "controller", "processor", "process" and "supervisory authority" shall be interpreted in accordance with the GDPR applicable to the Governing Law.
	"Your personal data" shall mean the personal data in Your Your Data that is processed by Us pursuant to this Agreement.
End Date	as defined at clause 2.11 of this Schedule 6.
GDPR	means, as appropriate, the UK GDPR or EU GDPR.
GDPR Portal	as defined at clause 3.1 of this Schedule 6.
Personal Data Breach	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored, or otherwise processed.
Product Fact Sheet	means the document described as a 'product fact sheet' relevant to the Access Payment Product being procured by You in any Statement of Work. The Product Fact Sheet is incorporated into this Agreement by reference.
Revised Instruction	means a request for information sent by Us to You pertaining to whether Your instruction post the End Date remains to delete Your personal data.
Sub Processor	shall mean a processor appointed by Us, as described at clause 2.7 of this Schedule 6.
Timeframe	as defined at clause 2.11 of this Schedule 6.

- 1.2. The notice provisions at clause 9.10 of Schedule 1 shall not apply to this Schedule 6. Instead, where there is an obligation to notify in this Schedule 6, an email to the primary contact each party has on file for the other will suffice.

2. PROCESSOR CLAUSES

- 2.1. In the event that We process Your personal data under or in connection with the Agreement, the parties record their intention that We are the processor, and You are the controller of such personal data. The Product Fact Sheet sets out the subject-matter and duration of the processing of Your personal data, the nature and purpose of the processing, the type of personal data and the categories of data subjects. Subject to clause 2.7 of this Schedule 6, We may amend the Product Fact Sheet from time to time.
- 2.2. Each party shall comply with its obligations under applicable Data Protection Legislation, and You warrant and undertake that You shall not instruct Us to process Your personal data where such processing would be unlawful.
- 2.3. Subject to clause 2.4 and 2.7 below, We shall process Your personal data only in accordance with Your documented instructions and shall not transfer Your personal data outside of the European Union or the UK (the "**Approved Jurisdiction**") without the documented instruction. For the avoidance of any doubt, any configuration of the service by You (or Us, acting on Your instruction) shall constitute 'written instructions' for the purposes of this Schedule 6 and in relation to any transfer as a result of such configuration, We shall have put in place appropriate safeguards to protect Your personal data and ensure that the relevant data subjects have enforceable subject access rights and effective legal remedies as required by the Data Protection Legislation.
- 2.4. We may process Your personal data other than in accordance with Your documented instructions where required to do so by applicable law provided that (unless prohibited by applicable law on important grounds of public interest) We shall notify You of such legal requirement before such processing.
- 2.5. We shall ensure that individuals engaged in the processing of Your personal data under the Agreement are subject to written obligations of confidentiality.
- 2.6. We shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk involved in processing Your personal data pursuant to the Agreement. We shall assist You by appropriate technical and organisational measures in fulfilling Your obligations as controller in relation to the security of processing Your personal data. Our general security measures are set out in clause 4 to this Schedule 6, the Access Payment Product specific security measures are set out in the relevant Product Fact Sheet.
- 2.7. We may engage such other processors ("**Sub Processors**") as We consider reasonably appropriate for the processing of Your personal data in accordance with the terms of the Agreement (including but not limited to in connection with support, maintenance and development, staff augmentation and the use of third-party data centres). Any Sub Processors shall be outlined in the Product Fact Sheet. By You signing this Agreement, You are providing Us with general written authorisation to add a Sub Processor and/or replace or remove a Sub Processor where We deem necessary, provided that We shall notify You of the appointment of a new Sub Processor and You may, on reasonable grounds, object to the appointment of a Sub Processor by notifying Us in writing within 14 days of receipt of Our notification (or other such timescale as may be specified on Our notification), giving reasons for Your objection. The parties shall work together to reach agreement on the engagement of Sub Processors. We shall ensure that all Sub Processors are bound by contract with Us which include appropriate data processing terms and We shall remain liable for Sub Processors' acts and omissions in connection with this Agreement.
- 2.8. In the event that any data subject exercises its rights under applicable Data Protection Legislation against You, We shall use reasonable commercial efforts to assist You in fulfilling Your obligations as controller and provide You with a suitable response without undue delay

(and in any event within 5 days) following written request from You provided that We may: (a) extend such time period (provided always that We shall use all reasonable endeavours to provide such assistance within a time period to enable You to comply with Your obligations under applicable Data Protection Legislation); and/or (b) charge You on a time and materials basis in the event that We consider, in Our reasonable discretion, that such assistance is onerous, complex, frequent or time consuming. We shall promptly notify You in writing in the event that We receive any request, complaint, notice or other communication direct from a third party or data subject which relates directly or indirectly to the processing of Your personal data.

- 2.9. Upon discovering We have experienced a Personal Data Breach in respect of Your personal data We shall notify You without undue delay and shall assist You to the extent reasonably necessary in connection with any notification to the applicable supervisory authority and data subjects, considering the nature of processing and the information available to Us.
- 2.10. In the event that You consider that the processing of personal data performed pursuant to the Agreement requires a privacy impact assessment or prior consultation with a supervisory authority to be undertaken, following written request from You, We shall use reasonable commercial endeavours to provide relevant information and assistance to You to facilitate such privacy impact assessment or prior consultation. We may charge You for such assistance on a time and materials basis. We shall provide you with a data protection impact assessment upon request, and prior consultations with supervisory authorities, which are required by Article 35 or 36 of the GDPR, in each case solely in relation to the processing of Your personal data by Us.
- 2.11. Following the earlier of termination or expiry of the Agreement (the "**End Date**"), Your instruction is for Us to delete Your personal data held by Us. Before deleting Your personal data, We will seek a Revised Instruction from You on or shortly after the End Date confirming Your instruction. You will have 30 days from the date the Revised Instruction was sent by Us to respond (the "**Timeframe**"). You may, at no additional cost and within the Timeframe, choose to have Your personal data returned to You in the format specified in the Product Fact Sheet, the Exit Policy, or as otherwise agreed with Us. Where applicable law requires Us to retain all or some of Your personal data, We shall notify You of this lawful requirement.
- 2.12. Where requested by You, We shall make available all information reasonably necessary to demonstrate Our compliance with the foregoing clauses 2.3 to 2.11 inclusive, and shall allow for and contribute to audits (including inspections) conducted by You or another auditor mandated by You (where such persons are subject to binding obligations of confidentiality) on a frequency of no more than once per annum (save where requested by the relevant supervisory authority) with reasonable prior Notice during Working Hours. You will ensure that your representatives make all reasonable endeavours to minimise any business interruption to Us during any such audit. We may charge You for any assistance required to facilitate such audits on a time and materials basis.
- 2.13. In the event that We consider that Your instructions relating to processing of Your personal data under the Agreement infringes Data Protection Legislation We shall inform You immediately and You shall reconsider Your instruction considering the Data Protection Legislation and Our reasoning (where such reasoning is provided). We shall not be obliged to process any of Your personal data in relation to such instructions until You notify Us that Your instructions are non-infringing or amend Your instructions to make them non-infringing and notify Us accordingly. Further, where We request the same, You shall sign a waiver provided by Us which will absolve Us of any liability associated with Us following Your processing instruction.
- 2.14. Without prejudice to any other provision in this Agreement which may apply, You shall for the Licence Term have in place and maintain any and all appropriate consents from the relevant data subjects and/or an appropriate lawful basis for processing the personal data of the data subjects affected by this Agreement.
- 2.15. We shall for the Licence Term use reasonable endeavours to assist You in meeting Your obligations under Articles 32 to 36 (inclusive).
- 2.16. Where You consider it necessary to amend this Schedule 6 as a result of any changes in law relating to the protection or treatment of personal data, You shall notify Us of the same. Thereafter the parties shall act reasonably and in good faith in agreeing appropriate amendments to this Schedule 6 to ensure compliance with such law.
- 2.17. Nothing in these Terms and Conditions is intended to govern the processing of personal data as it relates to personal data collected by Us (or a third party or agent instructed by Us) as an independent controller. For information on how We process personal data as an independent controller, please see Our privacy policy made available on Our website.

3. DETAILS OF PROCESSING

- 3.1. For details of how personal data is processed under this Agreement, please register to see our "**GDPR Portal**" at <https://access-support.force.com/Support/s/gdpr-hub>. You may also request a copy of the Product Fact Sheet from Your Access Account Manager.
- 3.2. If you are not already registered on the GDPR Portal you will need to do so. If you have any problems registering, please contact supportCommunity@theaccessgroup.com

4. SECURITY STANDARDS

- 4.1. We are currently ISO27001 certified, and we undertake to maintain this certification for the Licence Term. ISO27001 certification demands best in class controls across:
 - 4.1.1. Information security policies
 - 4.1.2. Organisation of information security
 - 4.1.3. Human resource security
 - 4.1.4. Asset management
 - 4.1.5. Access control
 - 4.1.6. Cryptography
 - 4.1.7. Physical and environmental security
 - 4.1.8. Operations security
 - 4.1.9. Communications security
 - 4.1.10. System acquisition, development and maintenance
 - 4.1.11. Supplier relationships
 - 4.1.12. Information security incident management
 - 4.1.13. Information security aspects of business continuity management
 - 4.1.14. Compliance; with internal requirements, such as policies, and with external requirements, such as laws
- 4.2. Nothing in clause 4 to this Schedule 6 (or otherwise) shall prevent Us from replacing the ISO27001 certification with a certification of equivalent or enhanced standing.