

Service Terms for Card Processing Services

1. Provision of the Card Processing Services

- 1.1 In consideration of you paying the Fees and subject to your compliance with the terms and conditions of this Agreement, we will provide the Card Processing Services to you.
- 1.2 These Service Terms supplement the other terms and conditions of this Agreement and apply to the Card Processing Services.
- 1.3 Unless defined in these Service Terms, defined terms used have the same meaning as defined in the General Terms.

2. Our obligations

- 2.1 We will process Card payment Transactions you send to us in accordance with this Agreement, subject to the relevant Card being accepted by the relevant Payment Scheme and you sending us the relevant Transaction Data we require.
- 2.2 We will also process other Card related Transactions you send to us, or which we receive, under this Agreement (including Chargebacks, Refunds, Representments and/or Retro-Charges).
- 2.3 We will show the amount of each Card payment Transaction we acquire under the Card Processing Services in your Merchant Platform Account following or conditional upon our receipt of Settlement funds for such Transaction from the relevant Payment Scheme.
- 2.4 At your request to our customer services team (Phone: 0800 011 3220, Email: supportuk@worldpayforplatforms.com), we will make reference data available to you on a monthly basis for each of your Card payment Transactions processed under the Card Processing Services, showing the value of each Transaction in the same currency in which we have credited your account and the level of interchange payable on each Transaction displayed separately from the rest of your Fees (interchange is the fee passed through to Card Issuers). The data will be made available to you on a monthly basis following your request. No historic or backdated data will be available.
- 2.5 We do not guarantee any minimum response times, processing times or availability under the Card Processing Services.
- 2.6 We have no obligation under the Card Processing Services to provide any other Services to you.

3. Your obligations

- 3.1 You must:
 - (a) provide to us complete, accurate and timely information, as requested by us, in relation to the Card Processing Services;
 - (b) comply with the Operating Procedures relating to the Card Processing Services;
 - (c) ensure that you and your Personnel comply with the Payment Scheme Rules and do not cause us to breach the Payment Scheme Rules;
 - (d) obtain our prior written consent before connecting any Third Party Products with the Card Processing Services;

- (e) ensure that all Third Party Products arranged by or provided to you in connection with the Card Processing Services are delivered in a timely manner and comply with any requirements we notify to you;
- (f) ensure that appropriate licences and clearances are obtained (and the correct licence fees or royalties paid) for the use of all Third Party Products used in connection with the Card Processing Services;
- (g) obtain Authorisation for each Card payment Transaction;
- (h) honour all valid Cards in accordance with the relevant Payment Scheme Rules without discrimination when properly presented by a Payer for payment and not establish a minimum or maximum Card Transaction amount as a condition of honouring any Cards;
- (i) not add any surcharges to Card Transactions, unless expressly permitted under Applicable Law;
- (j) not request the Capture of a Card payment Transaction before your relevant goods have been shipped or service is delivered (unless Payment Scheme Rules specifically state otherwise). Requests for Authorisation which do not lead to a request for Capture within seven (7) days after Authorisation will automatically expire and can no longer be the subject of a Capture Request (unless we agree otherwise);
- (k) display prominently all applicable Card and Payment Scheme identification, as required by and in accordance with, the Operating Procedures and/or Payment Scheme Rules;
- (l) not submit Card Transactions to us from Payers located in jurisdictions in which it is unlawful to receive your goods and/or services;
- (m) not give a cash refund to a Payer for a payment made using a Card, unless required by Applicable Law, nor accept cash or other compensation for making a Refund to a Card;
- (n) only make Refunds where there is (and for no more than the amount of) an originating payment Transaction which is being reversed or partially reversed in accordance with the Operating Procedures applicable to the type of Refund;
- (o) not store any Sensitive Authentication Data;
- (p) comply with these Service Terms and the other terms and conditions of this Agreement when using the Card Processing Services.

4. Authentication

- 4.1 Where required by the Payment Scheme Rules or Applicable Law or us, you must obtain Authentication for each Card payment Transaction. Failure to obtain Authentication may result in:
 - (a) the Transaction not being accepted; and/or
 - (b) Assessments.

5. Settlement and Remittance

- 5.1 We will value date and credit your Merchant Platform Account with the value of a Card payment Transaction on the day on which we receive Settlement of that Transaction.

5.2 We will hold Settlement funds from the Payment Schemes in a Worldpay Payment Account. You shall not be entitled to receive any interest on any funds held in a Worldpay Payment Account.

5.3 Remittance to you will be in accordance with the General Terms.

6. Chargebacks and Assessments

6.1 We will notify you of any Chargeback or Assessment as soon as reasonably practicable, unless prevented from doing so under Applicable Law or Payment Scheme Rules.

6.2 Each Chargeback and/or Assessment is a debt immediately due and payable by you to us. In addition, we may recover Chargeback Costs from you, including for requests for information relating to potential Chargebacks.

6.3 You may dispute a Chargeback or Assessment by following the procedure set out in the Operating Procedures, Payment Scheme Rules and/or your Merchant Platform Account (as applicable). A Payment Scheme's decision regarding the validity and value of a Chargeback or Assessment is final and binding.

7. Trading Limits

7.1 We may from time to time notify you of a Trading Limit. You must not exceed the Trading Limit without our prior written approval.

8. Indemnity

8.1 Where you have customised any pages connected with the Card Processing Services yourself (or we, your Software Partner or any of your other Personnel has done so at your request), you are responsible for the content of such pages and you must indemnify us and keep us indemnified in full for any and all Losses we suffer or incur due to any such content, including where it breaches Applicable Law and/or any third party's Intellectual Property Rights.

9. Suspension and termination

9.1 In addition to any of our other rights and remedies, including our rights to suspend or terminate under the General Terms, we may suspend or terminate the whole or any part of the Card Processing Services on written notice, if:

- (a) there is material fluctuation month-on-month in relation to your Card payment Transaction volumes or values processed under the Card Processing Services;
- (b) an event occurs which we deem to adversely impact on your or our risk profile under the Card Processing Services;
- (c) your ratio of Chargebacks to Transactions exceeds half a per cent (0.5%) by number or value, or we otherwise consider that the total volume or value of your Refunds, fraudulent Transactions, Chargebacks and/or declined Authorisation Requests is excessive;
- (d) we consider this to be reasonably necessary to reduce fraud levels and/or to enable us or you to comply with fraud thresholds required or set by Applicable Law and/or Payment Scheme Rules;
- (e) you have entered or we consider you are likely to be entered on the Visa Merchant Screening Service, the MasterCard Alert to Control High-risk or any equivalent Payment Scheme and/or Regulatory Authority screening, block or deny list;

- (f) we reasonably consider that any act or omission of yours falls within a Reason Code; and/or
- (g) a material Assessment or multiple Assessments occur.

We will promptly notify you as promptly as possible if we suspend or terminate, or have decided to suspend or terminate, the whole or any part of the Card Processing Services (including any Remittance) unless doing so would conflict with another legal requirement that applies to us.

10. Reason Codes

- 10.1 If we consider that any act or omission of yours falls within a Reason Code, we will provide details on request. If we terminate in these circumstances, the termination and related Reason Code may be notified to (and may be recorded by) the Payment Schemes and kept in database records available to third parties, including the Payment Schemes, third party acquirers, Card Issuers and crime enforcement bodies.

11. Consequences of termination

- 11.1 Following the termination of the Card Processing Services, you must ensure that you, your Personnel (including your Software Partner) and each relevant Payer provides any cooperation and/or information we may request in connection with the Card Processing Services.
- 11.2 If you request, we may (but are not obliged to) agree to transfer certain data to a third party replacement service provider following the termination of the Card Processing Services, provided:
 - (a) the recipient is verified as being compliant with any standards we require and has a mutual exchange arrangement in place with us;
 - (b) we determine the scope of any data transferred;
 - (c) you must pay us, or enable us to collect, the relevant Fees for the transfer.

12. Definitions

- 12.1 Capitalised terms used in these Service Terms will have the following meanings:

“Authentication” means the process of confirming that a Payer is the legitimate Cardholder entitled to process the Card payment Transaction;

“Authorisation” means, in relation to any Card payment Transaction, the confirmation from the relevant Card Issuer that the Transaction has been authorised and **“Authorise”** and **“Authorised”** shall be construed accordingly;

“Authorisation Request” means a request for Authorisation;

“Capture” means our transmission of a payment instruction in relation to a Card payment Transaction to a Payment Scheme for onward transmission to a Card Issuer to enable the earmarking of funds by a Card Issuer in a Cardholder’s account for Settlement;

“Capture Request” means your submission of Data relating to a specific Card payment Transaction after receipt of the Authorisation for the purposes of executing a payment instruction in respect of a Transaction;

“Card” means a credit, debit, charge, purchase or other payment card issued by a Card Issuer under a Payment Scheme whose payments we are able to process (as notified by us to you from time to time);

“Cardholder” means a person who or which is the authorised user of a Card;

“Card Issuer” means a person which issues Cards;

“Card Processing Services” means the Services supporting Card Transactions, including the Authorisation, Capture and Settlement by us of Card payment Transactions, and the processing by us of Chargebacks, Refunds, Representments and/or Retro-Charges in respect Card Transactions;

“Reason Code” means a code or category used by any Payment Scheme to classify a specific activity, act or omission, including any code in the Visa Merchant Alert Service, Mastercard Member Alert to Control High-Risk Merchants or an equivalent for any other Payment Scheme, or a Regulatory Authority blacklist;

“Representment” means a Transaction to reverse a Chargeback by the re-execution of the original Transaction, where you have successfully challenged the Chargeback;

“Retro-Charge” means a Transaction initiated by you to reverse a Refund to which the Payer was not entitled;

“Sensitive Authentication Data” means security related information used to authenticate Cardholders and Authorise Card transactions, including magnetic stripe data (PAVE, CVV, CVC, CID) PINs, PIN blocks and the three or four digit number security code found either on the front or on the back of a Card (e.g. MasterCard CVC2/ Visa CVV2);

“Trading Limit” means the maximum aggregate value of one or more Card payment Transactions that you may complete in respect of any specified period as notified by us to you from time to time.

Service Terms for Direct Debit Services

1. Provision of the Direct Debt Services

- 1.1 In consideration of you paying the Fees and subject to your compliance with the terms and conditions of this Agreement, we will provide the Direct Debit Services to you.
- 1.2 These Service Terms supplement the other terms and conditions of this Agreement and apply to the Direct Debit Services.
- 1.3 Unless defined in these Service Terms, defined terms used have the same meaning as defined in the General Terms.

2. Our obligations

- 2.1 The Direct Debit Services are aggregated services, meaning we act as the Service User and Payee in relation to each DDI set up under the Direct Debit Services. This allows you to be identified under our SUN, such that we appear as the transacting party on a relevant Payer's bank statements when Direct Debit Transactions are collected from their bank accounts under the Direct Debit Services, and where all relevant DDIs will result in funds flowing to and from our Worldpay Payment Account, which you accept.

In circumstances where you and we have agreed that we will provide you with the 'Multi-SUN' product option, you will be identified under a SUN in respect of which we are the Service User but that particular SUN will be operated by us exclusively for DDIs authorised by your Payees and shall be set up so that you will appear as the transacting party on the relevant Payer's bank statements when Direct Debit Transactions are collected from the Payer's bank account under the Direct Debit Services. All DDIs relevantly falling under such an arrangement will nevertheless still result in funds flowing to and from our Worldpay Payment Account.

- 2.2 It may take up to ten (10) Business Days after the Payer has registered its DDI until it has been confirmed and Direct Debit Transactions under the DDI are possible, however we do not guarantee any timescale.
- 2.3 We will send an instruction to BACS for each payment collection under the Direct Debit Services in order for BACS to withdraw funds from the relevant Payer's bank account in accordance with the DDI. If a payment under the DDI occurs on a weekend or a bank holiday or any other day when BACS systems are closed, we will instruct BACS to make the payment on the first Business Day after.
- 2.4 We will receive a notification from BACS after each payment collection is made, in accordance with a DDI, of whether the payment collection was successful, i.e. whether BACS was able to withdraw funds from the relevant Payer's bank account in accordance with the DDI, however we do not guarantee that we will receive this notification.
- 2.5 We may provide you with Direct Debit Reports via your Merchant Platform Account but are not responsible for their accuracy or completeness.
- 2.6 In the event of a successful collected Direct Debit payment Transaction, we will receive Settlement.
- 2.7 We will Remit the sums (if any) owed to you under the Direct Debit Services in accordance with, and subject to, the General Terms of this Agreement.

2.8 We have no obligation under the Direct Debit Services to provide any other Services to you.

3. Your obligations

3.1 You must:

- (a) provide to us complete, accurate and timely information, as requested by us, in relation to the Direct Debit Services;
- (b) comply with the Operating Procedures relating to the Direct Debit Services;
- (c) ensure that you and your Personnel comply with the BACS Rulebook (to the extent applicable to you);
- (d) in relation to each Payer who you wish to collect Transactions from by Direct Debit, obtain and provide to us, in the time and manner we require, all relevant Payer's Information;
- (e) promptly notify us of any changes to any Payer's Information previously provided to us, in the time and manner we require;
- (f) provide to each Payer, in the time and manner we require, all Direct Debit Services Information;
- (g) send a confirmation by email or any other method we require to each such Payer, in the time and manner we require, including each Advance Notice with all details of their DDI (including your name and contact details, the amount, date and frequency of their relevant Direct Debit Transaction(s)), and any other information we require;
- (h) ensure that you and your Personnel, including your Software Partner, do not cause us or any third party to breach the BACS Rulebook or Applicable Law;
- (i) not allow any third party to process or collect any transaction against any DDI used and/or set up under the Direct Debit Services, unless we agree otherwise;
- (j) ensure that you and your Personnel and each relevant Payer cooperates with us in relation to any investigation, complaint or other matter relating to the Direct Debit Services; and
- (k) immediately notify us if you wish to, and before you, attempt to transfer any DDIs to another Direct Debit supplier.

4. Refunds, chargebacks, Direct Debit Indemnity Claims

4.1 You agree that we may recover from you any and all amounts and Losses relating to, and arising out of or in connection with, any overpayment, refund, chargeback and/or Direct Debit Indemnity Claims relating to the Direct Debit Services using any of our rights or remedies under this Agreement. All of these amounts are debts immediately due and payable by you to us. In addition, we may recover Chargeback Costs from you, including for requests for information relating to potential Chargebacks under the Direct Debit Services.

5. Liability

5.1 In addition to the other limitations of liability set out in this Agreement, you agree that:

- (a) data provided to us containing information relating to each imported or new DDI, any Payer's Information and financial information relating to each Direct Debit Transaction made under each DDI (such as the Payer's details, bank account number, day and amount of payment, etc) is forwarded as received from you or

third parties and so we cannot guarantee the completeness or accuracy of such data, or any Direct Debit Report, and we are not liable or responsible for any delays, incompleteness or inaccuracies to the extent we have not caused them; and

- (b) we are not responsible or liable for any Losses that you or any third party may suffer or incur due to any revoked or failed payments caused by any act or omission of any third party outside of our reasonable control (including where funds are not available on the Payer's bank account at the time of deduction, refunds, funds being sent back to the Payer in accordance with the BACS Rulebook or any fraudulent, unlawful or abusive use of the Direct Debit Services due to any act or omission of any third party outside of our reasonable control) and you bear the risk that funds are not deducted from any Payer's bank account in connection with the Direct Debit Services in such circumstances.

6. Indemnity

- 6.1 You must indemnify us and keep us indemnified in full for any and all Losses we suffer or incur due to any overpayment, refund, chargeback and/or Direct Debit Indemnity Claims relating to the Direct Debit Services.

7. Suspension and termination

- 7.1 In addition to any of our other rights and remedies, including our rights to suspend or terminate under the General Terms, we may suspend or terminate the whole or any part of the Direct Debit Services on written notice, if:

- (a) an event occurs which we deem to adversely impact on your or our risk profile under the Direct Debit Services;
- (b) your ratio of Direct Debit Indemnity Claims to Direct Debit Transactions exceeds half a per cent (0.5%) by number or value, or we otherwise consider that the total volume or value of your refunds, fraudulent Transactions, chargebacks and/or Direct Debit Indemnity Claims is excessive;
- (c) we consider this to be reasonably necessary to reduce fraud levels; and/or
- (d) our sponsorship to access the Direct Debit Scheme in accordance with the BACS Rules is withdrawn.

We will promptly notify you as promptly as possible if we suspend or terminate, or have decided to suspend or terminate, the whole or any part of the Direct Debit Services (including any Remittance) unless doing so would conflict with another legal requirement that applies to us.

8. Consequences of termination

- 8.1 Following the termination of the Direct Debit Services, you must ensure that you, your Personnel (including your Software Partner) and each relevant Payer provides any cooperation and/or information we may request in connection with the Direct Debit Services.

- 8.2 If you request, we may (but are not obliged to) agree to transfer certain data to a third party replacement service provider following the termination of the Direct Debit Services, provided:

- (a) the recipient is verified as being compliant with any standards we require and has a mutual exchange arrangement in place with us;
- (b) we determine the scope of any data transferred;
- (c) you must pay us, or enable us to collect, the relevant Fees for the transfer.

9. Definitions

9.1 Capitalised terms used in these Service Terms will have the following meanings:

“Advance Notice” an advance notice as required under the BACS Rulebook;

“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;

“BACS Rulebook” means the Service User guide and rules to the Direct Debit Scheme provided by BACS;

“Direct Debit” an arrangement made with a bank or building society that allows a third party to transfer money from a person's account on agreed dates;

“Direct Debit Guarantee” means the guarantee provided to or accessible by a Payer under the Direct Debit Scheme;

“Direct Debit Indemnity Claims” a refund or reimbursement request made by a Payer under the Direct Debit Guarantee;

“Direct Debit Instruction (DDI)” means an authorisation from your Payer to collect payments from its account by Direct Debit in the form required by us and BACS;

“Direct Debit Report” means a reconciliation report of Direct Debit Transaction collections, Direct Debit Indemnity Claims, unpaid Direct Debits or other Transaction related debits or credits relating to the Direct Debit Services for the applicable reporting period;

“Direct Debit Scheme” means the BACS UK Direct Debit scheme;

“Direct Debit Services Information” means all information, forms and literature we provide to you for your Payers in relation to the Direct Debit Services, including the forms for DDIs and any Direct Debit notices and communications and any other information we require from us, BACS or any other third party;

“Payee” has the meaning given to such term in the BACS Rulebook;

“Payer's Information” means, in respect of a Payer, all information and data we require to perform the Direct Debit Services and/or required by BACS and/or any other third party in connection with the Direct Debit Services, including their name, sort code, account number, postal address, each DDI, each DDI cancellation or revocation, the date and amount of payment(s) applicable to their DDI and any other relevant information and data;

“Service User” has the meaning given to such term in the BACS Rulebook;

“SUN” a Service User Number under the Direct Debit Scheme.