

End User Terms and Conditions for the GoCardless Bank Account Data Service

1. What are these terms and who do they apply to?

- 1.1 These terms (**Terms**) apply to you (**you, your or End User**) and supplement the Online Service Agreement, when you use the Bank Account Data Service (**Service**) which allows access and aggregation of account information from your online payment accounts with financial institutions in accordance with your instructions, as provided by GoCardless SAS(**GoCardless, we, us, our or Service Provider**). Every time you use the Service you must agree to the Terms in force at that time, so please make sure you read them carefully each time. If you do not agree to these Terms, you must not use the Service.
- 1.2 We may use machine software to translate these Terms and elements of the Service into other languages for your convenience. This is for information purposes only and is not legally binding. If there is a conflict between the translated language and [the Enduser Terms \(in English or French\)](#) on the website, those provisions will prevail.

2. What is the Service?

- 2.1 The Service is an account information service which enables you to access, view and/or share information from your online payment accounts (**Account Information**) and is part of the GoCardless Bank Account Data product. The Account Information accessed by GoCardless is provided, with your explicit consent, (i) to you directly, and/or (ii) as instructed by you, through a platform (website or application), to another business that requires your Account Information in order to provide a service to you (for example Banks, brokers, lenders, credit institutions and other service providers) (the **Merchants**).

3. How does the Service work?

- 3.1 You will be able to access the Service through GoCardless' website and GoCardless' app.
- 3.2 In order to use the Service, you will be asked to provide your explicit consent for the Service Provider to carry out the Service and will be asked to select your account servicing payment service provider (for example your bank or another financial institution with which you have payment accounts) (the **Bank**).
- 3.3 We will also display the details of the Account Information you wish to share with us, the Merchants and/or third parties.
- 3.4 You will then be redirected to your Bank who will authenticate you by asking you to provide your payment account login and your personalized security credentials (the **Security Details**). Once your Bank has authenticated you, we will be able to access your Account Information as per your instructions. You will then be redirected to GoCardless' website or application, and we will confirm that the setup of the Service has been successful.
- 3.5 Depending on the Merchant service you have selected, or the Service we are providing, repeated retrieval of Account Information (over a period of time) may be required. Such repeated retrieval is usually restricted to four times in any 24-hour period but may be exceeded if more frequent access is agreed.
- 3.6 You may be required to re-authenticated yourself with your Bank or provide your consent again for the Service Provider to continue providing the Service.
- 3.7 The Service Provider does not guarantee the availability and quality of any elements of the

Service that are outside of the Service Provider's control, including, but not limited to the contents of your Account Information, availability of Account Information and other elements which are under your Bank's control. The Service provider has an obligation of means (*obligation de moyen*) and not of outcome (*obligation de résultat*) in respect of these Terms, towards any End User.

3.8 When accessing and using the GoCardless Service through Merchant websites or applications you will also be subject to the Merchant terms and conditions, which shall govern your use of their services.

3.9 You acknowledge that provision of the Service is dependent on: (i) the Bank providing access to your Account Information, as per Clause 3.4 above; and (ii) the validity of your consent to access the Account Information. If your consent is revoked or lapses, your access to the Service will be disabled. If you wish to enable the Service, you will need to provide your consent and authenticate yourself with your Bank.

4. What is the Account Information and how will GoCardless use, access and store it?

4.1 The Account Information used, accessed and stored by GoCardless in providing the Service to you may include your name, account details, account number, account balance, and outgoing and incoming transactions including transaction history within the agreed transaction period of any accounts you hold with your Bank, as directed by you. In any case, no sensitive payment data will be asked. As part of the Service, you expressly agree that GoCardless will use the Account Information solely for the purpose of providing the Service, which include, for example, the prevention of fraudulent use of your payment accounts or for analytics, product enhancement and development purposes that enable us to provide you with improved products for the purpose of providing the Service.

For more information on how we process your personal data, please visit our Privacy Notice. 4.2

When you agree to use the Service, you are:

- (i) Instructing GoCardless to access your Account Information.
- (ii) Giving your explicit consent for the Account Information to be used, accessed and stored by GoCardless for the purposes of providing the Service and as set out in these Terms and the [Privacy Notice](#).
- (iii) Giving your explicit consent for the Account Information to be shared by GoCardless with Merchant(s) and other third parties as instructed by you.

4.3 We will not share any of the Account Information with any other third party. We will never ask you to share your Security Details with us, and neither GoCardless nor the Merchant will be able to see or access your Security Details at any time. We will ensure that your Security Details are not accessible to other parties (other than your Bank or any other third party who issued you with your Security Details). Your Bank will bear the responsibility and liability of ensuring that its own interface protects your Security Details.

4.4 Your Bank will only provide us with the Account Information requested after you have given them your Security Details and successfully authenticated yourself.

4.5 We are not responsible for any harm, damage or loss to you arising from, or relating to hacking, tampering or unauthorised access to your Account Information that is not within our reasonable control. If you suspect that somebody else has access to your Security Details and is fraudulently using them to access the Service, you must contact us immediately by email at help@gocardless.com.

5. Who is providing the Service to you?

5.1 GoCardless is providing the Service to you. The address of our head office is:

GoCardless SAS
7 rue de Madrid
75008 Paris
France

Contact details: help@gocardless.com

5.2 GoCardless is authorised and regulated by the Autorité de Contrôle Prudentiel et de Résolution for the provision of payment services (Firm Reference Number : 17118).

5.3 In using the Service, you understand and agree that: (i) we are providing it to you only and you should not share your access to the Service with anyone else; (ii) you must not use the Service for any fraudulent, unlawful or abusive purpose; and (iii) you must only use the Service in relation to your own Bank accounts using your own Security Details for those accounts.

5.4 In providing the Service, we will do so with reasonable care and skill, although we do not make any particular commitments or promises to you about the Service, including its reliability or availability or that it will be suitable for your needs. Notwithstanding this, your statutory rights remain unaffected.

6. Will I be charged a fee when I use the Service?

6.1 No, you will not be charged any fee by GoCardless for using the Service.

6.2 GoCardless reserves the right to charge a fee in the future. We will give you reasonable notice if we decide to do so. Where you are considered a consumer under French law, you will be free to terminate the relationship immediately.

7. Liability

7.1 Your purchase of goods, services, or otherwise from Merchants who have received your Account Information through the Service will at all times be subject to the Merchant's terms and conditions.

7.2 GoCardless is not responsible for any harm, damage or loss arising from the services provided to you by a Merchant or other third party. Such services will at all times be subject to the Merchant's terms and conditions.

7.3 You agree that you will be liable for any losses that are proved to be sustained by GoCardless as a direct result of your breach of these Terms.

7.4 We are only responsible to you for direct loss and damage caused by us. Unless required by law, GoCardless shall not be liable to you for any direct loss or damages incurred due to the use of the Service.

7.5 We shall not be liable for any loss you may suffer as a result of your material failure to comply with these Terms or caused by matters beyond our reasonable control, for example, an interruption or failure of a utility service, pandemic, industrial action, natural disaster, explosion or accident. We do not exclude or limit in any way our liability to you insofar as it would be unlawful to do so.

8. What is the law and jurisdiction governing these Terms?

8.1 These Terms are governed by French law and the French court of Paris shall have exclusive jurisdiction over any matter, claim or dispute (whether contractual or non-contractual) arising out of or in connection with the Terms or their subject matter or formation.

9. What do I do if I want to make a complaint about the Service?

9.1 If you wish to make a complaint about the Service, please contact us first using the contact details below:

Please submit complaints via email to: complaints@gocardless.com

Complaints can also be submitted in writing to:

Équipe des réclamations
GoCardless Ltd
65 Goswell Road
Londres
EC1V 7EN
Royaume-Uni

We shall send you a written response within two months of you submitting your complaint.

9.2 We will do our best to resolve your complaint, but if you still aren't happy with our response and you are a consumer, micro-enterprise or other eligible complainant, you have the right to refer your case by email, in PDF format, to the Médiateur de la Consommation of the l'AFEPAME at: contact@mediateur-consommation-afepame.fr, or in writing to:

À l'attention du Médiateur de la Consommation de l'AFEPAME c/o WEBHELP
Zac de Gray
Impasse Clément Ader
70100 Gray
France

10. What are the Autorité de Contrôle Prudentiel et de Résolution's contact details?

10.1 The ACPR's contact details are:

4 place de Budapest
CS 92459
75436 Paris
France

Phone number: 00 33 (0)1 49 95 40 00

11. What do I do if I want to cancel my use of the Service?

11.1 If you wish to end your use of the Service, please notify us at bank-account-data-support@gocardless.com.

The Service will then be terminated as soon as practically possible, in any case no later than 30 days following the receipt of your e-mail.

11.2 GoCardless is not responsible for any services provided to you by the Merchant, and/or third parties. If you wish to end the service provided to you by the Merchant and/or third parties, please contact them directly.

25 March 2024