

Country-Specific Terms

Updated on 11 May 2022

1. APPLICABLE REGULATED TERMS

Merchant Location*	Complaints Body and contact details ("Complaints Body")	Governing Law for Regulated Terms	Courts with exclusive jurisdiction for Regulated Terms	Applicable Regulated Terms
UK and Rest of World	Financial Ombudsman Service ("FOS") Exchange Tower, London, E14 9SR	England	England and Wales	No additional Regulated Terms (other than where the ACH scheme is used, as set out in the footnote)
Europe (excluding UK)	N/A	France	France	GoCardless SAS Regulated Terms set out at https://gocardless.com/legal/regulated-terms (and in addition, where the ACH scheme is used, the ACH Regulated Terms, as set out in the footnote)

*Note: for merchants using the ACH scheme in the USA, irrespective of your location and exclusively in relation to your use of ACH, the ACH Regulated Terms set out at <https://gocardless.com/legal/regulated-terms> shall apply (including the application of New York law and arbitration under the Commercial Arbitration Rules (Expedited Procedures) of the American Arbitration Association).

2. AUSTRALIAN MERCHANTS

2.1. The Country-Specific Terms set out below in the remainder of this section 2 apply to Merchants that are:

- 2.1.1. domiciled in Australia (for unincorporated legal entities, including without limitation, sole proprietorships, unincorporated associations and partnerships); or
- 2.1.2. incorporated in Australia (for incorporated legal entities, including without limitation, companies and limited liability partnerships).

2.2. Clause B.1.c. of the Product Specific Terms is replaced with the following:

"When the funds collected from a Customer are received by GoCardless as cleared funds, GoCardless will immediately issue the Merchant with a foreign exchange contract to exchange the funds in the Customer Currency for funds in the local currency of the region in which the Merchant's business is domiciled (the "Merchant Currency") following the deduction of any Fees and Additional Costs owed by the Merchant to GoCardless."

2.3. Clause B. 3. of the Product Specific Terms is replaced with the following:

"If the Merchant uses the FX Feature for recurring Transactions, the Merchant acknowledges that GoCardless will issue the Merchant with a foreign exchange contract immediately when it receives cleared funds from the Customer and it is giving GoCardless consent to apply the FX Feature to each recurring Transaction where funds are collected in the Customer Currency and converted into the Merchant Currency. This consent can be revoked at any time by notifying GoCardless. GoCardless will not give an indicative exchange rate to the Merchant in advance of each recurring Transaction or prior to the receipt of funds in the Merchant Currency into the Nominated Account, however the Merchant will be able to view a full history of payments made to its Nominated Account, including the foreign exchange rate applied to a Transaction, via either the GoCardless dashboard or API."

3. NEW ZEALAND MERCHANTS

3.1 The Country-Specific Terms set out in the remainder of this section 3 apply to Merchants that are:

3.1.1 domiciled in New Zealand (for unincorporated legal entities, including without limitation, sole proprietorships, unincorporated associations and partnerships); or

3.1.2 incorporated in New Zealand (for incorporated legal entities, including without limitation, companies and limited liability partnerships).

3.2 GoCardless is a member of a dispute resolution scheme operated by Financial Services Complaints Limited (“**FSCL**”). If GoCardless does not resolve a complaint that is within FSCL's Terms of Reference, FSCL can help the Merchant resolve that complaint. It is free to make a complaint to FSCL. The Merchant can contact FSCL by visiting www.fscl.org.nz, email to: complaints@fscl.org.nz, calling 0800 347 257 / +64 4 472 3725, or writing to FSCL at PO Box 5967, Wellington 6145, New Zealand.