

GoCardless SAS

Verified Mandates Account Information Service Payer Terms of Use

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

- 1.1 These Terms of Use of Verified Mandates Account Information Service (**Terms**) apply to you (**you, your**) when you use the Verified Mandates account information service (**Verified Mandates Service**) provided by GoCardless SAS (**GoCardless, we, us, our**) to verify a bank SEPA Core direct debit mandate (**BD Mandate**) you wish to set up to pay a merchant we also have a relationship with and provide payment services to (**Merchant**). The Verified Mandates Service is not offered by your bank or online banking service. Every time you use the Verified Mandates 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 cannot use the Verified Mandates Service.

2. **What is the Verified Mandates Service?**

- 2.1 The Verified Mandates Service is an account information service where we access information from your bank account(s) (**Account Information**) upon your authorisation. It enables you to verify that you have access to the bank account you are using to set up the BD Mandate (**Mandate Account**) and enables you to provide your BD Mandate more securely. You provide the BD Mandate itself to us for the benefit of the Merchant as part of your contractual relationship with the Merchant. The Verified Mandates Service involves an account information service separate from setting-up the BD Mandate itself. You must explicitly confirm – following a request to do so – that you would like to use the Verified Mandates Service before we can provide the Verified Mandates Service to you.

3. **When will you use the Verified Mandates Service?**

- 3.1 You will use the Verified Mandates Service when you provide a BD Mandate to us for the benefit of the Merchant and are requested to use the Verified Mandates Service to do so. This may be because either the Merchant, or GoCardless in the name of the Merchant, has requested that you use the Verified Mandates Service before setting up the BD Mandate. When you set up a BD Mandate, you are giving us, for the account of the Merchant, permission to request money to be taken from your Mandate Account on a one-off or periodic basis in payment for goods or services you have received or will receive from the Merchant. You will use the Verified Mandates Service to show that the Mandate Account details are correct, and to verify that you have access to the Mandate Account.

4. **How does the Verified Mandates Service work?**

- 4.1 When you set up a BD Mandate, you will provide us and the Merchant with your personal details, including your name, email address and residential address. This constitutes your offer to use the Verified Mandates Service. You will then be asked either: (a) to provide us with information about the Mandate Account, including the name on the account and the International Bank Account Number (IBAN); or (b) to select the bank the Mandate Account is held with from a drop-down list.

- 4.2 If you (i) provide us with information about the Mandate Account or (ii) select your bank from a drop-down list, you will be requested to agree to the Terms for using the Verified Mandates Service and then be redirected to your bank where you will be asked to provide your account login and security details (**Security Details**) to authenticate yourself to your bank. Once you have successfully authenticated yourself to your bank, depending on how you entered the information, your bank will proceed as follows:

(i) If you provide us with information about the Mandate Account, your bank will ask you to choose which account you wish to select for the bank to provide Account Information to GoCardless. If you select the Mandate Account, your bank will provide us with the Account Information on the Mandate Account only, and we will then ask you to confirm you wish to

proceed with setting up the BD Mandate using the Mandate Account selected. If you select the Mandate Account and other of your accounts held with your bank, your bank will provide us with the Account Information on all the accounts you select. You will then be asked by us to confirm which of the accounts you wish to select as the Mandate Account and confirm proceeding with setting up the BD Mandate. For each account you select you are giving your instructions and explicit authorisation for your bank to provide us with the Account Information on each selected account.

(ii) If you select your bank from a drop-down list, your bank will provide us with the Account Information on all selected accounts you hold with the bank and redirect you back to us where we will present you with the Account Information. You will then be asked by us to confirm which of the accounts you wish to select as the Mandate Account and confirm proceeding with setting up the BD Mandate. By selecting your bank from the drop-down list and proceeding to authenticate yourself with your bank, you are giving your instructions and explicit authorisation for your bank to provide us with the Account Information on your accounts. If you successfully authenticate yourself to your bank, the Account Information will be provided immediately following such authentication.

The Verified Mandates Service contract is concluded when we provide the Account Information to you following authentication.

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

5.1 The Account Information used, accessed and stored by GoCardless in providing the Verified Mandates Service to you includes: (a) the name, account sort code, account number and account balance of the Mandate Account; and (b) if applicable, the name, account sort code, account number and account balance of any other accounts you hold with your bank. As part of the Verified Mandates Service, GoCardless will use the Account Information to enable you to verify the Mandate Account. We may store the name, account sort code and account number of the Mandate Account to match it against other information we hold which helps us identify fraudulent behaviour and to prevent a fraudster trying to use your bank account details in the future to set up BD Mandates using your details.

5.2 When you agree to use the Verified Mandates Service, you are:

- (a) instructing your bank to provide us with the Account Information;
- (b) giving your explicit authorisation for the Account Information to be used, accessed and stored by GoCardless for the purposes of providing the Verified Mandates Service in accordance with these Terms and the [Privacy Notice](#).

5.3 We will not share any of the Account Information with any third party, including the Merchant. The Merchant will only be able to view your name and will not be able to view any Account Information.

5.4 In providing the Verified Mandates Service we will not come into possession of your Security Details and 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. It is your bank's responsibility to ensure that its own interfaces protect your Security Details adequately and we have no liability for that. Your bank will only provide us with the Account Information requested after you give them your Security Details and successfully authenticate yourself to your bank. You shall comply with the terms and conditions agreed with your bank including any protective measures against unauthorised access to Security Details.

5.5 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 Verified Mandates Service you must contact us immediately by email at help@gocardless.com.

6. What happens when you use the Verified Mandates Service?

- 6.1 If you use the Verified Mandates Service and successfully verify you have access to the Mandate Account through authenticating yourself with your bank, you will be directed to GoCardless to confirm you want to set up the BD Mandate with GoCardless.
- 6.2 If you use the Verified Mandates Service and do not successfully verify you have access to the Mandate Account, you will not be able to proceed to set up your BD Mandate.
- 6.3 If you do not successfully verify you have access over your Mandate Account by failing to authenticate yourself effectively to your bank using your Security Details, we will not have access to any of the Account Information.
- 6.4 If the conditions for use of the Verified Mandates Service set out in these Terms are not satisfied, or if it would be unlawful to provide you with the Verified Mandates Service, we may refuse to do so.

7. Who is providing the Verified Mandates Service to you?

- 7.1 GoCardless is providing the Verified Mandates Service to you. The address of our head office is:

7 rue de Madrid
Paris 75008
France

Contact details: help@gocardless.com

- 7.2 GoCardless is authorised as a payment institution and regulated by the Autorité de Contrôle Prudentiel et de Résolution for the provision of payment services (Interbank Code: 17118) in France and is supervised by the Central Bank of Ireland for conduct of business rules.
- 7.3 In using the Verified Mandates Service, you understand and agree that: (i) we are providing it to you only and you should not share your access to the Verified Mandates Service with anyone else; (ii) you must not use the Verified Mandates Service for any fraudulent, unlawful or abusive purpose; and (iii) you must only use the Verified Mandates Service in relation to your own bank accounts using your own Security Details for those accounts.
- 7.4 In providing the Verified Mandates Service, we will do so with reasonable care and skill, although we do not make any particular commitments or promises to you about the Verified Mandates Service, including its reliability or that it will be suitable for your needs. The Verified Mandates Service is available at 98.9% on an annual average basis whereby the following times are excluded for determining the availability: (i) times during which the Verified Mandates Service cannot be accessed due to technical or other problems beyond our control (force majeure, fault of third parties, causes within the control of your bank such as inaccessibility of the bank's service, causes within your control or your internet access provider's control). Notwithstanding this, your statutory law rights remain unaffected.

8. Will I be charged a fee when I have a BD Mandate verified using the Verified Mandates Service?

- 8.1 No, you will not be charged any fee by GoCardless for using the Verified Mandates Service.

9. Liability

- 9.1 Your purchase of goods, services, digital content or otherwise from Merchants under a BD Mandate will at all times be subject to the Merchant's terms and conditions and GoCardless shall in no way be liable for the actions or inactions of any Merchant and/or any goods, services, digital content or otherwise purchased from a Merchant under a BD Mandate. Please ensure that you have reviewed and accepted the Merchant's terms and conditions and

are happy to enter into a BD Mandate for the benefit of the Merchant before and when using the Verified Mandates Service.

- 9.2 You agree that – subject to mandatory applicable statutory law provisions - you will be liable to us for any losses that are proved to be sustained by GoCardless as a direct result of your culpable breach of these Terms.
- 9.3 GoCardless shall only be liable for foreseeable loss and damage caused by GoCardless unless GoCardless is liable in accordance with statutory law provisions for damages caused by intent and gross negligence by GoCardless, for damages in accordance with applicable product liability laws, for damages GoCardless has explicitly assumed and in the event of damage to life, limb or health of persons.
- 9.4 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, a refusal of the bank to give GoCardless access to the Account Information in accordance with Article L. 133-17-1 of the French Monetary and Financial Code. We do not exclude or limit in any way our ability to you insofar as it would be unlawful to do so.

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

- 10.1 These Terms are governed by French law and the French courts have non-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. That means that you may enforce your rights in connection with these Terms resulting from mandatory applicable statutory consumer law provisions in France or in the EU-Member State where you have your habitual residence. If you are a consumer with a place of habitual residence in the EU, you are protected by the mandatory applicable statutory law provisions of the law of your country of habitual residence. You may be able to refer a dispute to the Médiateur de la Consommation de l'AFEPAME: contact@mediateur-consommation-afepame.fr, and/or the Irish Financial Services and Pensions Ombudsman, which you can find at <https://www.fspo.ie/>. We prefer to resolve your concerns in a direct exchange with you and therefore do not participate in consumer arbitration proceedings.

11. What do I do if I want to make a complaint about the Verified Mandates Service?

- 11.1 If you wish to make a complaint about the Verified Mandates 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:

Complaints Team
GoCardless Ltd
65 Goswell Road
London
EC1V 7EN
United Kingdom

We will acknowledge receipt of the complaint within ten banking days from its receipt date. A definitive response shall be sent to you no later than two months after the receipt date of the complaint.

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

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

12. What are the contact details of the Autorité de Contrôle Prudentiel et de Résolution?

12.1 The ACPR's contact details are:

4 Place de Budapest
CS 92459
75436 Paris
France

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

13. What are the contact details of the Irish Financial Services and Pensions Ombudsman?

13.1 The Irish Financial Services and Pensions Ombudsman's contact details are:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Ireland

Telephone number: 00 353 (0)1 567 7000