

GOCARDLESS PAYMENTS

Service Terms – Add-On Features

1. THESE SERVICE TERMS AND YOUR AGREEMENT WITH GOCARDLESS

How do these Service Terms fit into the Agreement between you and GoCardless?

- 1.1 The General Terms explain what makes up the Agreement between you and GoCardless and state that when you use any Service provided by GoCardless, you are agreeing to the Service Terms which apply to that Service.
- 1.2 These Service Terms govern your use of any Add-On feature. A description of each Add-On feature is set out in the [Product Description Document](#) (or, for GoCardless Embed customers, the [Product Description Document for Embed](#)). Each Add-On feature is a 'Service' for the purposes of the Agreement.
- 1.3 The definitions and interpretation provisions contained in the [Definitions Document](#) (or, for GoCardless Embed customers, the [Definitions Document – Embed](#)) apply to these Service Terms.
- 1.4 These Service Terms are incorporated by reference into the Agreement and apply in addition to the General Terms and any other Service Terms which apply to the Services you are using under the Agreement. By setting up a GoCardless Account, accepting the Agreement and using any Add-On feature, you agree to be bound by these Service Terms, and consent to GoCardless providing each Add-On feature.

2. GENERAL TERMS RELATING TO ALL ADD-ON FEATURES

In which jurisdictions and Payment Schemes are the Add-On features available?

- 2.1 Not all Add-On features are available in all jurisdictions and for all Payment Schemes. A list of availability for Add-On features is set out in the [Product Description Document](#) (or, for GoCardless Embed customers, the [Product Description Document for Embed](#)), but if you have any questions around Add-On Features or their availability, you should contact GoCardless by email at help@gocardless.com.

How do you enable and start using any Add-On feature?

- 2.2 If you decide you want to use an Add-On feature you will need to enable it before you can start using it. When you enable an Add-On feature, it will be available immediately.

What Fees will you be charged for Add-On features?

- 2.3 If you use an Add-On feature, you will be charged the applicable Add-On Feature Fee. Once an Add-On feature is enabled, you will become liable to pay all applicable Add-On Feature Fees for the Add-On feature. The Add-On Feature Fee for each enabled Add-On feature will be charged to you on the first (1st) day of the month following the month on which the relevant Add-On feature was enabled, until the end of the month in which you disable the Add-On feature. If you do not pay any invoice when due, GoCardless is entitled to remove your right to use the Add-On Feature.

If you want to stop using an Add-On feature, how do you disable it?

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2.4 Where you have enabled an Add-On feature via your GoCardless Account, you and your Authorised Users can disable the applicable Add-On feature via the Dashboard. Otherwise, if you want to disable an Add-On feature, you must contact GoCardless Support to do so.

2.5 Where you opt to disable an Add-On feature, the change will take effect immediately. The Add-On Feature Fees, if applicable, will remain chargeable and payable until the end of the month in which the Add-On feature is disabled.

3. PROVISIONS RELATING TO SPECIFIC ADD-ON FEATURES

Merchant Name on Payer Bank Statements Add-On feature

3.1 The Merchant Name on Payer Bank Statements Add-On feature enables you to be identified via a unique Payment Scheme Identifier that is managed by GoCardless on your behalf, so your name (or, if you are a GoCardless Embed customer, the name of your End User) shows on that Customer's bank statements, even though all relevant Payment Orders still result in funds flowing to and from the GoCardless Bank Account.

3.2 If you use the Merchant Name on Payer Bank Statements Add-On feature you also have the option to stipulate a payment reference for each payment.

3.3 If you disable the Merchant Name on Payer Bank Statements Add-On feature, GoCardless will cancel your Payment Scheme Identifier and GoCardless' name will appear on Customer bank statements, rather than your name.

Custom Checkout Experience and Payer Notifications Add-On feature

3.4 Enabling the Custom Checkout Experience and Payer Notifications Add-On feature means you become responsible for all Payment Pages and Payment Notifications. Unless you enable the Custom Checkout Experience and Payer Notifications Add-On feature, GoCardless will be responsible for all Payment Pages and Payment Notifications.

3.5 Even if you enable the Custom Checkout Experience and Payer Notifications Add-On feature, you acknowledge and agree that prior to using any Payment Pages or Payment Notifications, you must submit your proposed Payment Pages and Payment Notifications to GoCardless and must not use any Payment Pages or Payment Notifications until these have been approved by GoCardless. Further you must not change any Payment Pages or Payment Notifications which have been approved without the changes being further approved by GoCardless.

3.6 You must not commence collecting any information using non-GoCardless designed/hosted Payment Pages until these are approved by GoCardless.

3.7 Where you use the Custom Checkout Experience and Payer Notifications Add-On feature with respect to your use of GoCardless Payments you must at all times: (a) do so in accordance with Applicable Law, including Data Protection Law and the relevant Payment Scheme rules and guidance; (b) comply with the directions and provisions of any GoCardless instructions and guidance from time to time; (c) ensure that no elements of the Payment Pages and/or Payment Notifications could put GoCardless in breach of Applicable Law; (d) remove or amend any Payment Page and/or Payment Notification immediately upon notice by GoCardless to do so.

3.8 When you use the Custom Checkout Experience and Payer Notifications Add-On feature you will be collecting Personal Data from each Customer. Upon collection of Personal Data from each Customer, you must provide a written notice to the Customer that: (a) identifies GoCardless by name; (b) describes the services GoCardless provides to the Customer; (c) describes the data protection rights available to the

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Customer, including the right to object; and (d) includes the website address of GoCardless' Privacy Notice. You must ensure this written notice is provided in clear and plain language, in a manner that is easily accessible to Customers (for example, by providing such written notice via email) and which complies with Data Protection Law.

- 3.9 You agree to provide GoCardless upon request with all information and documentation necessary to verify your compliance with these Service Terms. As set out in the Service Terms for the Bank Debit feature and the Instant Bank Pay feature, when you use the Custom Checkout Experience and Payer Notifications Add-On feature you indemnify GoCardless and its Affiliates and keep GoCardless and its Affiliates indemnified on demand against any Losses suffered or incurred by GoCardless and its Affiliates as a result of or in connection with any failure by you to obtain GoCardless' approval for your proposed Payment Pages and Payment Notifications, give the required notices to Customers, follow any instructions and guidance given by GoCardless, obtain all consents and authorisations from Customers, and provide Customers with any information necessary.

4. DISPUTES AND COMPLAINTS

What should you do if you have any questions, concerns or complaints relating specifically to a Service?

- 4.1 A good place to start is the Customer Hub which has lots of useful information about GoCardless and the Service and where you may quickly find the answer to your question.
- 4.2 If you have explored the Customer Hub and you still have any question, concern, issue or complaint about the Service you must contact GoCardless as set out in the General Terms.