

GoCardless Integration Partner Agreement

This Agreement was updated on 3 April 2023. If you signed up on or after 3 April 2023, you will be bound by this version of the Agreement. If you signed up before 3 April 2023 you will be bound by this version of the Agreement from 14 April 2023 onwards, unless otherwise notified via email.

Plain English

We know that terms & conditions can be lengthy and difficult to read, so adjacent to each section of legal terms (the numbered paragraphs, with no background), we've set out (in a light grey box) a brief, plain-English summary of the key points for that section of the legal terms. **Note that the legal terms will always be the binding terms, and the explanation (in the light grey boxes) is there to help you understand the legal terms but is non-binding.** Any questions, please get in touch via our usual support contact options.

About the GoCardless Integration Partner Platform

The GoCardless Integration Partner Platform (and this Agreement) allows you to integrate your own system with our API, to enable your customers (referred to as 'Merchants') to create and manage payments via direct debit from within your system. You can also report back information to them about the status of their mandates and payments, and build tools to do awesome things like automatically reconcile GoCardless payments with invoices, or pull out analytics on payment performance. To enable this functionality, your customers give you certain permissions to control their GoCardless Accounts.

GoCardless will still contract directly with your customers by entering into a separate agreement with them, which means you don't need to worry about holding funds or being regulated, as we'll pay funds directly to your customers, and collect fees from them too.

We'll also manage the verification process – as an authorised payment institution, we are obliged to carry out 'know your customer' checks and anti-money laundering checks - but once the initial checks are performed and monitoring set up, your customers can effectively use the GoCardless service entirely from within your software, enabling you to connect their payments with existing systems and workflows.

To create a Pre-built Integration, check out our 'Getting Started' guide [here](#).

As an Integration Partner, you may be able to earn revenue share of 10% in relation to payments that are initiated by your Pre-built Integration. Read on to find out more.

It's important to note that the relationship between us is also totally separate from the relationship you have with your customers to provide goods or services – we're not involved in the actual supply of any goods and services to your customers and any disputes about that should be resolved directly between you and that customer. We have no involvement in or liability for the contractual arrangements between you and your customers.

Contents

Contents	2
Parties and Basic Commitments	3
The GoCardless Integration Partner Platform	6
Connected Merchant Accounts	8
Integration Fees	12
Revenue Share	13
Keeping the GoCardless Integration Partner Platform Secure	16
Trade Marks and Intellectual Property	17
No Partnership	20
Suspected Fraud and Similar Activity	21
Law Enforcement and Other Demands	22
General Warranties	23
Liability	24
Data Protection and Information Sharing	26
Suspension of your Account and the Services	28
Termination	29
Law & Venue	30
Maintenance and Updates to your Pre-built Integration	31
Force Majeure/Acts of God	32
Assignment and subcontractors	33
Getting in Touch	34
General	35
Waiver	36
Severance	37
Third Party Rights	38
Change of Circumstances	39
Confidentiality	40
Definitions	41

Parties and Basic Commitments

We'll provide you with a service that enables your customers to set up and receive payments from their own customers, through your system. Your customers can do this by creating their own GoCardless Account online and "connecting" their account to your system, via an integration created by you and through the authentication method our API provides.

We'll let you use our service to do this, so long as you also set up your own GoCardless Account online, complete all our checks and provide all the information we need. These requirements are set out in detail in the GoCardless Online Payment Services [Agreement](#), so you will be bound by the terms and conditions of that agreement, as well as these terms and conditions. We recommend you read both sets of terms and conditions.

We do not get involved in the actual supply of goods/services, or the provision of support to your customers, all of which is your responsibility and is governed by the separate agreement between you and your customers.

We want our relationship to run smoothly and we want it to be successful, so we expect you to nominate someone within your organisation to be the primary point of contact for our Partnerships team and to promote the GoCardless Service actively in conjunction with your Pre-built Integration. We also want Connected Merchants to have a great experience when they use the GoCardless Service via your Pre-built Integration. Therefore, we expect that you'll work with us to ensure that each Connected Merchant's experience is a positive one. If you do not do these things, you acknowledge that we may withhold Revenue Share and/or Integration Fees from you.

We'll first evaluate and review your Pre-built Integration before we allow Merchants to use our service through it. We'll ask you to respond to some questions to explain the technical and non-technical aspects of it and to provide support documentation relating to it.

1. GoCardless Ltd (referred to as '**GoCardless**', '**we**' or '**us**') provides a service that enables Merchants to set up and receive payments from Customers via their **Merchant Account**. We do not provide a service that enables Merchants to accept payment for non-commercial purposes.
2. This agreement ("Agreement") sets out the terms and conditions of the agreement between you and GoCardless for your access to and use of the API in accordance with the GoCardless Integration Partner Platform. The GoCardless Integration Partner Platform enables you to offer payment collection services to Merchants through the **Integration Partner System**, enabling those Merchants to collect payments from Customers, through the Integration Partner System.
3. If there is a conflict between this Agreement and [the website terms of use](#), or the [GoCardless Online Payment Services Agreement](#) solely in relation to your use of the GoCardless Integration Partner Platform, this Agreement will prevail.
4. You must have passed **Verification** for your GoCardless Account and each **Nominated Account**, before you can receive any Revenue Share or other payments from GoCardless.
5. You agree to designate an individual employed by you to be the main point of contact in relation to all matters relating to this Agreement. You agree to notify GoCardless in writing of the name and contact details of the designated individual and will promptly inform GoCardless in writing if there is any change to the designated individual, or their contact details.
6. You acknowledge and agree that:
 - a. you shall provide accurate information and reasonable assistance to GoCardless in relation to your use of the GoCardless Integration Partner Platform;
 - b. you will utilise and maintain a connection to the OAuth certification for the duration of the Agreement;
 - c. if you are contacted directly by GoCardless to participate in any early access programs, the corresponding early access terms and conditions found on the GoCardless website or the terms and conditions emailed to you directly by GoCardless shall apply;

- d. in order to use the GoCardless Integration Partner Platform your Pre-built Integration must first pass GoCardless' Integration Review. GoCardless will not enable your Pre-built Integration to become operational and available for use by Merchants until all stages of the Integration Review have been completed to GoCardless' satisfaction;
 - e. your use of the GoCardless Integration Partner Platform and the supply of the **GoCardless Service** will not create any liability on the part of GoCardless in respect of the supply of goods or services by you to a Merchant, and you will remain directly liable in relation to such supply, including the provision of the Integration Partner System;
 - f. therefore, you are also solely responsible for providing support and related services to Merchants for all issues related to that supply of goods or services, including (but not limited to) all issues arising from the Integration Partner System;
 - g. each of us is required to provide support and assistance to Connected Merchants only to the extent that such support and assistance is required in relation to the Connected Merchant's use of the GoCardless Service via your Pre-built Integration. Such support may include, without limitation, working with the other Party's applicable support team in order to resolve a Connected Merchant's request. We each agree that such support will be to the same standards and practices which a reasonably prudent and experienced supplier of similar services would reasonably be expected to adopt. For the avoidance of doubt, you are **not** required to provide support and assistance where the support query relates to use of the GoCardless Service by a Connected Merchant via a means other than your Pre-built Integration. Furthermore, GoCardless does **not** require you to provide support and assistance on behalf of GoCardless in relation to the supply of the GoCardless Service to Connected Merchants and Merchants; and
 - h. GoCardless may terminate, suspend or apply certain limits to your use of the GoCardless Integration Partner Platform, as further set out in this Agreement.
7. You agree to promote the GoCardless Service within your Integration Partner System in accordance with GoCardless' in-product discovery guide, as notified to you in writing, and the Guidelines, unless GoCardless has explicitly waived this obligation, in writing to you.
8. You also agree to promote the GoCardless Service outside of the Integration Partner System to your existing and prospective Merchants, by, for example, publishing a blog post or other content on your website, launching an email

marketing campaign or training your internal business teams to conduct phone marketing, all of which involves promoting the GoCardless Service in conjunction with your Pre-built Integration.

9. You acknowledge that where you fail to comply with your obligations in section 7 and 8 above, GoCardless is entitled to withhold Revenue Share and/or Integration Fees.

The GoCardless Integration Partner Platform

You're allowed to use our API in accordance with the specific documentation and information we provide in relation to it, and not in any other way.

As we mentioned earlier, before Merchants can use the GoCardless Service via your Pre-built Integration, we require it to be reviewed by us. If your Pre-built Integration does not pass our review, we can put you through further reviews (our preference – we want you live), or also retain the right to terminate this agreement, or reduce/remove any Revenue Share. The purpose of having an Integration Review is to ensure that your Pre-built Integration contains all the features it needs to in order for Connected Merchants to (a) have a great payment processing experience and (b) obtain all the benefits and features of the GoCardless Service.

Once your Pre-built Integration has passed the Integration Review, we'll list you as one of our partners on the GoCardless Site. You will be able to initiate transactions and refunds, and make use of other features of Connected Merchant Accounts, on behalf of Connected Merchants. However, it's important to note that you won't actually own any of the transactions or any other details related to that Connected Merchant's account.

We expect you to take all reasonable steps when using your customer's GoCardless Account to make sure that you don't do or facilitate anything illegal or any of the things that we class as 'Restricted Activities'. This is very important, so please check the list at gocardless.com/legal/restrictions/.

10. GoCardless may make the API available to you. Further, it may make available **Documentation** in relation to the API. Where it does, you shall comply with the Documentation in connection with the integration and use of the API.
11. You must not use the API in a way which GoCardless has stated is not permitted in the current version of the Documentation, or in any way which is prohibited by publicly available documentation relating to API. We may ask you to install or update certain software in order to ensure the proper functioning of the API.
12. For the avoidance of doubt, as an Integration Partner, you do not own any of the **Merchant Data**.
13. As an Integration Partner, you will, where permitted by a Merchant, be able to access certain Merchant Data and be able to perform certain tasks and initiate **Authorised Activity** in relation to a Connected Merchant Account and that Merchant Data.
14. You must not perform any activity in relation to a Connected Merchant Account other than an Authorised Activity.
15. GoCardless will subject your Pre-built Integration to Integration Review(s) prior to your Pre-built Integration being made available to Merchants, and at any time thereafter the date upon which you successfully pass your first Integration Review, to ensure that the standards required of your Pre-built Integration continue to meet the minimum standards required by the Integration Review process. Further information relating to the Integration Review process is specified in the Documentation.
16. You shall develop the Pre-built Integration in line with industry standard security practices and shall not introduce any viruses or other vulnerabilities into the Pre-Built Integration or any GoCardless Service.
17. Your Pre-built Integration must pass such Integration Review(s) before it can be used by Merchants. Where your Pre-built Integration has not passed Integration Review(s), GoCardless may terminate this Agreement pursuant to section 91 of this Agreement, or, in its sole discretion, and without limiting GoCardless' other rights:
 - (a) conduct a subsequent review of the Pre-built Integration, and determine that the Pre-built Integration has, or has not passed, such review;
 - (b) reduce or eliminate Revenue Share due and/or payable to you;
 - (c) terminate your license to use any of the GoCardless Marks, including without limitation, any GoCardless Mark

that signifies you being an approved partner of GoCardless, and order you to cease using such Marks.

18. You agree to an annual certification review for the purpose of ensuring that the Pre-built Integration is secure and functional and supports the requirements of the mutual customers of the Integration Partner and GoCardless. Upon such review, GoCardless reserves the right to request additional functionalities to be added to the Pre-built Integration, in the case where demand has been generated for such functionalities, from our mutual customers.

19. Once your Pre-built Integration has passed Integration Review(s) (and where applicable, any subsequent Integration Reviews conducted by GoCardless), we will list you on GoCardless' Partner Page as an approved partner of GoCardless. You explicitly consent to GoCardless' publication of your company name, logo and any other company trade marks on the Partner Page, in accordance with the section in this Agreement titled "*Trade Marks and Intellectual Property*". We may also provide you with a logo to publish on your own website to indicate that your Pre-built Integration has passed GoCardless' Integration Review and to enable Merchants to verify your status as an approved partner of GoCardless.

Connected Merchant Accounts

We require you to have a legally binding agreement with all of your customers that are connecting their GoCardless account to your system, which must contain the information set out here. We leave it to you to decide how you would like to provide this information, but as an example, we would expect you to provide:

1) A high-level explanation of what your Pre-built Integration does and in particular, that your customer gives you permission to carry out 'Authorised Activity' on their behalf. We consider you to have carried out 'Authorised Activity' when the following sequence of events happens: (1) one of your customers sets up a mandate or initiates a payment itself from within your system, and then (2) your Pre-built Integration communicates this to us, via our API and we act in accordance with the customer's actions/instructions.

2) Explaining to your customer that you will have access to all data associated with their GoCardless account (including historic activity that may reference mandates or payments that were not set up or triggered by your customer through your Pre-built Integration), and how you will protect this data. For example, if your customer uses our service to collect payments via a third party's software in addition to via your Pre-built Integration, you will be able to see all payment relating to that third-party software. Your contract should be clear about your role with respect to the personal data the merchant entrusts to you (for example, whether you're a data controller or data processor). If you are a processor of that data, Data Protection Laws may require other terms in your contract.

Data Protection Laws also require that you and we are transparent about GoCardless's role in the transaction. For more information about how to meet the obligation to disclose GoCardless and share our privacy notice, see our [Guide to creating online payment pages](#).

3) Additional fees you will charge your customers for use of your Pre-built Integration

We aren't obliged to offer any services to your customers, and whether we do so is entirely our decision. We can also suspend or terminate your customer's account, if they use it or our services to carry out an illegal or Restricted Activity, or anything else we've told them not to do.

Just because your customers have connected their account to

20. You must clearly explain to each Merchant that provides you with access to a Connected Merchant Account:
 - a. your use of the GoCardless Integration Partner Platform;
 - b. the details of the Integration Partner System;
 - c. how you will make use of and protect the Connected Merchant Account and the Merchant Data, including specifying your role under Data Protection Law (i.e. as a data controller or data processor) and including all other terms required under Data Protection Law;
 - d. the Authorised Activity you will carry out, including obtaining express permission to carry out such Authorised Activity, and explaining that positive actions initiated by Connected Merchants from within your Integration Partner System will result in you carrying out Authorised Activity on the Connected Merchant's behalf;
 - e. any fees that you might charge, including in relation to the Integration Partner Platform (including, but not limited to, **Integration Fees**), how and when these will be charged, and how and when the Connected Merchant must pay; and
 - f. any other information as required by this Agreement. (together, this information being the **'Integration Partner Information'**).
21. You must prominently display all applicable fees (including, without limitation, Integration Fees), to Merchants prior to entering into the Integration Partner Agreement with a Merchant.
22. Provision of the Integration Partner Information to Merchants and Connected Merchants is your sole responsibility, and GoCardless shall have no liability or responsibility in relation to or connection with the provision or non-provision of the Integration Partner Information.
23. You will be solely responsible for determining the VAT treatment of any Integration Fees you charge to a Merchant, and shall account for them accordingly wherever required.
24. You must enter into an **Integration Partner Agreement** with any Merchant that provides you with access to a Connected Merchant Account. You must include all the

your system, does not mean that they are restricted to using our service for this purpose only. Your customers are free to use our service independently of your system, and you are not permitted to take steps (contractual or otherwise) to prevent them from doing so, if they wish.

We may limit the type of Merchants that can use the Pre-built Integration or restrict the use of the Pre-built Integration to specific Merchants.

You should only ever use your own account in a lawful manner and you should look after your customers' accounts that are connected to your system at all times. Don't exploit their trust by letting any third parties access their account and don't collect or use any information without their prior permission.

We'll let you offer to Connected Merchants the chance to use custom payment pages and/or notifications (so that these have your organisation's look and feel, rather than GoCardless' branding. We'll have to review and approve any custom pages and notifications that you wish to do. Where we do this, you agree that you won't offer to further customise those pages and notifications for Connected Merchants who are on our "standard" and "plus" packages (as set out on the GoCardless Site).

Integration Partner Information in the Integration Partner Agreement.

25. The Integration Partner Agreement must make it clear that you are carrying out Authorised Activity on behalf of the Merchant, in relation to the operation of the Connected Merchant Account.
26. GoCardless enters into an agreement with each Merchant for the provision of the GoCardless Service, typically the [GoCardless Online Payment Services Agreement](#). Consequently, no Merchant is bound to use their GoCardless Account in relation to the Integration Partner System only, or at all, and may use the GoCardless Service independently of the Integration Partner System. You must not prevent Merchants from doing this at any point, whether contractually or otherwise, or take any measure which might prevent a Merchant from doing so.
27. In addition, when connecting to an Integration Partner System via the GoCardless Integration Partner Platform, a Connected Merchant must accept the terms of the GoCardless Connected Merchant Agreement.
28. We may provide you with certain rules, criteria and guidelines for accepting Connected Merchant Accounts for use with the Integration Partner System, including but not limited to, those related to industry, risk profiles, value of transactions, or any other criteria. GoCardless has total discretion as to whether or not a business may use GoCardless, and whether they may have a Connected Merchant Account. We may also require you to pass us information on any Merchant, prior to you accepting them as a Connected Merchant for use with the Integration Partner System.
29. Once a Connected Merchant Account is connected to the Integration Partner System, you acknowledge and agree that you, and you alone, are responsible for:
 - a. the provision of information to GoCardless under this Agreement, including the completeness and accuracy of that information;
 - b. use of any data, including Merchant Data accessed or provided to you; and
 - c. any Unauthorised Activity performed by you or the Integration Partner System, and the results of any such activity.
30. We may suspend or terminate a Connected Merchant Account, and/or the related Merchant, and may suspend or cease provision of the GoCardless Service to any Merchant if:
 - a. that Merchant is carrying out any Restricted Activity, or we reasonably believe that is the case;

- b. the Merchant has, in GoCardless' absolute discretion, breached or has failed to satisfy the terms or conditions of any agreement with GoCardless;
 - c. the Merchant has, in GoCardless' absolute discretion, breached any applicable law, regulation or Payment Scheme rules;
 - d. the Merchant has, in GoCardless' absolute discretion, connected to your Pre-built Integration with no intention of initiating *bona fide* Transactions through that Pre-built Integration, but for some other purpose, for example to take advantage of certain fees; or
 - e. the Merchant has otherwise conducted any activity that, in GoCardless' sole discretion, has or might bring GoCardless or its brand into disrepute.
31. You are prohibited from:
- a. selling or transferring your GoCardless Account and/or your access to any Connected Merchant Account;
 - b. allowing third parties to access any Connected Merchant Account or Merchant Data; and
 - c. using your GoCardless Account in any way which is unlawful.
32. You will be responsible for all acts and omissions in relation to any activity connected with use of the Credentials (including by any third party).
33. GoCardless will be responsible for all **Payment Pages** and **Payment Notifications**, unless you or a Merchant which has obtained the relevant plan features instructs us otherwise.
34. Where you offer Connected Merchants the ability to use Payment Pages and/or Payment Notifications other than the GoCardless designed and hosted Payment Pages and/or Payment Notifications you agree that you will:
- a. ensure that these are approved by GoCardless, and will not change those Payment Pages and/or Payment Notifications without first having them approved by GoCardless again (such approval not to be unreasonably withheld, in any case);
 - b. do so in accordance with all relevant law and regulation, including the relevant Payment Scheme rules and guidance;
 - c. not make any alterations to the approved branding or formatting of such Payment Pages and/or Payment Notifications for Connected Merchants that are on the GoCardless Service plans entitled "Standard" and

"Plus" as set out on the webpage located at <https://gocardless.com/pricing/>, or such replacement or equivalent page as may be in force, from time to time, including those hosted on any non-United Kingdom versions of the GoCardless Site;

- d. upon collection of personal data from each Customer, provide a written notice that (a) identifies GoCardless by name, (b) describes the services GoCardless provides to the Customer, (c) describes the data protection rights available to the Customer, including the right to object, and (d) includes the website address of GoCardless' Privacy Notice;
 - e. must ensure that the notice in section 34.d provided in clear and plain language, in a manner that is easily accessible to Customers and which complies with Data Protection Law.
35. You agree to provide to GoCardless upon request all information and documentation necessary for GoCardless to verify your compliance with section 34.
36. You acknowledge and agree that where you fail to comply with section 34.a and/or section 34.c, GoCardless may withhold Revenue Share and/or Integration Fees from you.

Integration Fees

You can charge your Connected Merchants Integration Fees – a fee charged for each payment you process for them via the Pre-built Integration.

Once a payment has been successfully collected, we'll allocate the Integration Fee to your account. We'll then assess if you owe us any amounts and deduct these before we pay the Integration Fee into your bank account. Just remember though, the payment must come about and be triggered through your system and integration for you to be able to receive this fee.

If for some reason we can't deduct the amounts that we're owed, we might send you an invoice for those amounts.

37. The GoCardless Integration Partner Platform allows you to collect **Integration Fees** from Connected Merchant Accounts in relation to each Transaction.
38. We will deduct Integration Fees from Transactions completed on behalf of Connected Merchants, that originate from the Integration Partner System via the Pre-built Integration, and allocate them to your GoCardless Account immediately. These fees will then be paid out as detailed in the GoCardless Online Payment Services Agreement. You must have a Nominated Account in the currency of the Integration Fees collected in order for us to pay those Integration Fees out to you.
39. We will then transfer funds from your GoCardless Account to the Nominated Account in accordance with the **Payment Scheme Timing**, less any **Authorised Deductions** and any other amounts owed, including:
 - a. any costs we have had to incur relating to Connected Merchant Account Transactions where we have paid out a refund or the underlying payment transaction has otherwise been reversed (such as in the case of a **Chargeback**);
 - b. any unauthorised or incorrectly executed payment transactions notified to us by a Customer or Merchant, plus any related interest and charges.
40. If we cannot deduct the Integration Fees or any other amounts set out above from payments to you, we may invoice you for those amounts, and such amounts will be immediately due and payable.

Revenue Share

Whenever we process a payment for one of your customers, we'll charge them our own fee (per payment). We'll do this irrespective of whether you charge your customers an Integration Fee or not.

However, if you're not charging an Integration Fee, we're happy to give you 10% of the fee we charge in relation to payments initiated via your Pre-built Integration (we call this Revenue Share) and we'll pay this into your bank account. Greed is not good though, so we won't be offering this to you where you're already collecting Integration Fees from your customers.

To enable Revenue Share, you'll need to get in touch via help@gocardless.com to get your account set up for Revenue Share payments. You will also need to issue to GoCardless with an invoice for the Revenue Share amounts due to you, based on the Revenue Share amount GoCardless will provide to you.

Revenue Share is calculated on a VAT exclusive basis. You are responsible for determining whether, based on the VAT status of your business (which can be impacted by other revenue streams), the Revenue Share amount should be subject to VAT.

41. You may contact GoCardless to request that we allocate a **Revenue Share** to you.
42. You must do this by emailing help@gocardless.com. Note that we can only set up your account for Revenue Share and allocate Revenue Share to you, once you have created a live Pre-built Integration.
43. You will not be entitled to any Revenue Share in the event that you charge Integration Fees to Connected Merchants. This is set at a Pre-built Integration level and cannot be changed on a per-Connected Merchant Basis.
44. Note that Revenue Share is not paid on Transactions that are not initiated via the Pre-built Integration (e.g. where a mandate has been set up via the Pre-built Integration, but the relevant Transactions have not been triggered by the Pre-built Integration, no Revenue Share will be paid on such Transactions).
45. When calculating the Revenue Share attributable to each Integration Partner-related Fee, we apply rounding. You acknowledge that due to such rounding, the amount of Revenue Share paid out to you in any given month may not be exactly 10% of the Integration Partner-related Fees (or such other percentage agreed in writing by you and us) received by us in that month.
46. In order for GoCardless to pay out Revenue Share to you, you must have passed Verification.
47. GoCardless calculates and pays out Revenue Share in two parallel mechanisms:
 - a) **Payouts throughout the month:** For a portion of the Integration Partner-related Fees, GoCardless is able to calculate Revenue Share at the point of processing Transactions. Where possible, Revenue Share derived from such applicable Transactions, normally in relation to Transactions initiated via the Pre-built Integration, will be paid out to you on a continuous basis as per the payout schedule selected by you. This means a portion of the Revenue Share might be paid out to you during the month before an invoice is received by GoCardless; or
 - b) **Payouts after month-end:** For the remainder of the Integration Partner-related Fees, Revenue Share can only be calculated after the relevant month has ended. Revenue Share derived from such applicable Transactions will be calculated after the end of the month. This means a portion of the Revenue Share might be paid out to you only after GoCardless has received the invoice and in accordance with the payment terms listed below.

Whether we will pay out throughout the month and/or pay after month-end depends on the fees agreed in the GoCardless Merchant Agreement between GoCardless and the Merchant. Unless otherwise agreed, GoCardless will provide you with a report of the Revenue Share amount due and paid within 30 days after the end of the preceding month. You must then issue an invoice to GoCardless for the Revenue Share amount. Within 30 days of receipt of invoice, GoCardless will pay out the difference between the total Revenue Share due and the Revenue Share already paid to you.

48. Invoices must be sent to accounts@gocardless.com. Invoices must include: your name as it appears on this Agreement; your Partner ID (as provided to you by GoCardless); the total amount of Revenue Share as was provided to you by GoCardless during the relevant period covered by the invoice; the VAT amount and number where applicable; and the bank details of the account you wish to be paid to.
49. For any Integration Partner-related Fee accrued in a foreign currency, the Revenue Share will be paid out in the foreign currency using GoCardless exchange rate as the underlying Transaction.
50. Revenue Share is calculated on a VAT exclusive basis and the amount shown on your dashboard will be exclusive of VAT. You are responsible for determining whether, based on the VAT status of your business (which can be impacted by other revenue streams), the Revenue Share amount should be subject to VAT.
51. Where you have confirmed you are VAT registered, you will need to issue an invoice to GoCardless for the Revenue Share amount plus VAT (where relevant). If we have paid you Revenue Share already, we will remit to you just the VAT amount, otherwise we will pay you the full VAT inclusive amount within 30 days of receiving your invoice.
52. Where you have confirmed you are not required to be registered for VAT, or you have provided evidence of the reasons why the Revenue Share amount should not be inclusive of VAT, you will need to issue an invoice without VAT to GoCardless. If we have paid your full Revenue Share already, there will be nothing further to be paid to you by GoCardless, otherwise we will pay your Revenue Share exclusive of VAT within 30 days of receiving your invoice.
53. If you are not VAT registered, you are responsible for checking whether a VAT registration requirement arises as a result of receiving Revenue Share from GoCardless. If the amount of Revenue Share paid to you by GoCardless exceeds more than £50,000 in any 12 month period, GoCardless may seek confirmation from you of your VAT registration status. Any failure to provide suitable confirmation may result in Revenue Share

payments being suspended, and any other action being taken in accordance with the Criminal Finance Act 2017.

54. You shall notify GoCardless of any change to your VAT registration status that could impact the amounts paid to you under this Agreement by GoCardless, and any related VAT invoicing. If there is any change to your VAT status such that VAT needs to be applied retrospectively, please email us at partnerships@gocardless.com and the Parties shall agree from which point in time VAT should have been applied taking into account the date of the change in VAT status.
55. If you are invoicing us from a non-UK based entity, please notify us by contacting us at partnerships@gocardless.com so we can review that the VAT or other applicable tax position is correct.

Keeping the GoCardless Integration Partner Platform secure

Keep your GoCardless Integration Partner Platform access details safe.

Unless you tell us that your details have been misplaced or fallen into the wrong hands, we'll assume that all use of the GoCardless Integration Partner Platform where your access details have been used, has been authorised by you.

56. You must take all reasonable steps to keep the Credentials safe and to prevent fraudulent use of the **Credentials**.
57. You must inform GoCardless without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Credentials.
58. You agree that GoCardless is entitled to assume that any party using the Credentials is authorised to do so, and to perform all and any acts made possible by such use. You will be liable for all such acts under this Agreement as if you had performed them yourself.

Trade Marks and Intellectual Property

We allow each other to use certain trade marks. You must use the Marks in accordance with our guidance and instructions. All intellectual property connected with our service belongs to us.

We think that this is the beginning of a successful and happy partnership. We'd like to tell everyone about your experience, and so you agree to work with us to produce a mutually acceptable case study which we will then make publicly available. You'll also use reasonable efforts to connect us with happy and satisfied Connected Merchants, who are willing to share their GoCardless experience with us too.

59. Each Party grants to the other a non-exclusive, fully paid-up, licence to use the **Marks on Marketing Material** and **Case Studies** for the term of this Agreement, subject to, and in accordance with, the terms of this Agreement.
60. No rights or licences are conferred on either Party pursuant to this licence except those expressly set out in this licence. In particular, you may only use the GoCardless Integration Partner Platform in a manner consistent with this Agreement. All intellectual property in the GoCardless Integration Partner Platform and GoCardless' Marks including that protected by, without limitation, copyright, industrial design registration, patents, trade secret and other laws, is and remains the property of GoCardless. Should you make or suggest improvements or changes to the GoCardless Integration Partner Platform (the "**Platform Improvements**"), you agree that any intellectual property in such suggestion is the property of GoCardless and that GoCardless may exploit such intellectual property as it sees fit. Without limiting the generality of the foregoing, you hereby assign to GoCardless all right, title and interest in and to any Platform Improvements including, without limitation, all intellectual property rights therein. This assignment becomes effective in respect of each respective Platform Improvement when such Platform Improvement is brought into existence. You hereby waive in favour of GoCardless and any affiliate of GoCardless all moral rights and similar non-assignable rights related to the Platform Improvements. You will perform any acts required to confirm or document the assignment to GoCardless of the Platform Improvements, whether during or subsequent to the term of this Agreement.
61. Each Party shall:
 - a. comply strictly with the directions of the other Party regarding the form and manner of the application and use of the other Party's Marks, including the directions contained in the Guidelines with respect to your application and use of GoCardless' Marks;
 - b. ensure that it uses the latest versions of the other Party's Marks;
 - c. where applicable, not do or fail to do any act or thing whereby the validity, enforceability or ownership of the trade mark registrations for the other Party's Marks, or the reputation or goodwill associated with the other Party's Marks, is likely to be prejudiced; and

- d. use commercially reasonable endeavours to promote the Pre-built Integration;
 - e. ensure that your advertising, marketing and promotion of the Pre-Built Integration or GoCardless Service shall in no way reduce or diminish the reputation, image and prestige of the Other Party's Marks or the GoCardless Service;
 - f. send to GoCardless, for its prior written approval, the text and layout of all proposed Marketing Materials. You shall not issue any Marketing Materials if you have not obtained the prior written approval of GoCardless;
 - g. bear the costs of all advertising, marketing and promotion that you undertake in relation to the Pre-built Integration, unless otherwise agreed in writing by GoCardless;
 - h. check statutory preference services, where applicable, before sending any unsolicited direct marketing communications and ensure that all unsolicited direct marketing communications are sent in compliance with all applicable laws including Data Protection Law.
62. You shall indemnify GoCardless against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by GoCardless arising out of or in connection with this section of the Agreement, entitled 'Trade Marks and Intellectual Property'.
63. You acknowledge and agree that GoCardless may create, use and/or publish a written and/or a video case study (the details and contents of which are to be agreed in writing by the Parties) that references you, the Integration Partner, in perpetuity anywhere in the world, in any media whether now known or developed in the future, for the purposes of promoting the GoCardless Service (the "**Case Studies**"). Specifically, regarding the Case Studies:
- a. each Party agrees to collaborate in good faith with, and provide reasonable information, cooperation and assistance to, the other Party for the purposes of creating the Case Studies;
 - b. GoCardless agrees to comply with all reasonable guidelines and directions of the Integration Partner in relation to the form, manner and application of the Integration Partner's Marks;
 - c. the licence provided by the Integration Partner to GoCardless in respect of the Integration Partner's

Marks by virtue of section 59 of this Agreement, will not automatically terminate upon termination of this Agreement, and GoCardless will be entitled to continue using the Integration Partner's Marks in any Case Studies, in the manner set out in this Agreement; and

- d. save for the Integration Partner's Marks and notwithstanding any contribution made by the Integration Partner, the Parties agree that all intellectual property in the Case Studies including that protected by, without limitation, copyright, design right, patents, trade secret and other laws, is and remains the property of GoCardless, and that GoCardless may exploit such intellectual property as it sees fit, subject to the provisions of this section 63.
64. Each Party will use commercially reasonable endeavours to obtain feedback and information from Connected Merchants in relation to the GoCardless Service and the Pre-built Integration, as applicable, and to obtain the relevant Connected Merchant's authorisation to use such feedback in any Marketing Material.

No Partnership

'Partner' can have quite a specific legal meaning, and we've not put a ring on it yet - we're just making that clear. Neither of us can claim a heightened level of relationship status either, unless of course it is true and agreed between us.

That being said, we can refer to you as an Integration Partner while this agreement is in place between us.

65. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way. Neither you nor GoCardless will suggest or claim any sponsorship, endorsement or affiliation between us, other than in accordance with the section of this Agreement entitled '[Trade Marks and Intellectual Property](#)' unless such a relationship is governed by a separate agreement.
66. You agree that during the term of this Agreement, we may refer to you publicly as an Integration Partner, and as a party that is working with GoCardless to enable Merchants to use the GoCardless Service in connection with the Integration Partner System, including via the Pre-built Integration.

Suspected Fraud and Similar Activity

You have to tell us if you think your customers or other people are using GoCardless to do fraudulent or other bad things by emailing us at help@gocardless.com. A list of the restricted activities can be found here: <https://gocardless.com/legal/restrictions/>.

On our side, if we suspect there's something fishy going on in relation to a payment – for example, that it's fraudulent, or breaches laws, regulations or rules applicable to direct debits, we may decide not to process that transaction and/or take certain other actions, such as informing the payer to charge a payment back.

We may also share information about you and/or your transactions with enforcement agencies, governments etc. if we suspect any fraudulent activity.

67. You must notify GoCardless as soon as reasonably practicable if you become aware of any fraudulent, Restricted Activity or other illegal activity on the part of a Merchant (including a Connected Merchant), or Customer (including, without limitation, money laundering or terrorist financing) by emailing GoCardless at help@gocardless.com or by phone using the contact details provided on the GoCardless Site.
68. If we suspect that any use of the GoCardless Service, including the GoCardless Integration Partner Platform, a GoCardless Account or a Connected Merchant Account, is fraudulent, is not authorised, is in violation of this Agreement, law or regulation, or the relevant Payment Scheme, or is likely to expose either GoCardless, or any other party to harm, or that you are facilitating any similar activity or outcome, we reserve the right to:
 - a. immediately terminate the relevant party's use of the GoCardless Service, including use of the GoCardless Integration Partner Platform or a GoCardless Account;
 - b. not process any underlying Transaction, and if the Transaction has already been processed, to reverse it if possible to do so, and/or to advise a Customer to claim such funds back resulting in a Chargeback that the relevant Merchant would be liable for.
69. In addition, you grant us permission to provide any law enforcement, government or similar agency or body with information about you, any Connected Merchant, underlying Transactions and any other information we hold about you, including all details of the Integration Partner System and any Connected Merchant Account, if we suspect that you are using or enabling use of the GoCardless Service, including the Integration Partner System and any Connected Merchant Account, or the Integration Partner System in such a way as to facilitate the type of activity or outcomes set out in section 68, above.
70. We may do all of the things set out in this section entitled 'Suspected Fraud and Similar Activity' even following termination of your GoCardless Account and this Agreement.

Law Enforcement and Other Demands

We may receive legal demands for your information or funds, and may respond to such demands at our discretion, sharing information or transferring funds as required. We won't owe you anything if we do this. Where we can, and it doesn't put anyone at risk (including us), we'll look to inform you of the request.

71. GoCardless respects your privacy and your role as a data controller in respect of Personal Data that relates to a Merchant. However, we reserve the right to respond to any **Legal Process Request**. We are in no way liable to you or any other party, whether for indirect or direct losses or otherwise, as a result of our compliance or non-compliance with any Legal Process Request.
72. We may deliver funds relating to or deriving from your use of the GoCardless Service and/or information where required to do so by or in connection with a Legal Process Request. Where we are permitted to do so, and unless to do so would, in our sole and absolute discretion, put the security of the GoCardless Service or any individual at risk, we will use reasonable endeavours to provide you with notice of any such Legal Process Request.

General Warranties

We promise to do what is reasonably expected of us to provide you with payment services.

You promise to make sure you're doing what you should be to enable us to process payments properly and lawfully and to get information from your customers to do so.

73. GoCardless does not warrant that the GoCardless Service or the GoCardless Integration Partner Platform will be uninterrupted or error free, but will use reasonable commercial endeavours to provide the GoCardless Service.

74. You warrant that:

- a. you will comply with your obligations under this Agreement, including, but not limited to, all those relating to obtaining consent for the use of Merchant Data and carrying out of any Authorised Activity;
- b. you will comply with the rules of each relevant Payment Scheme insofar as they are applicable, and all applicable law and regulations;
- c. you will ensure that all obligations to Merchants with Connected Merchant Accounts are fulfilled, and that you will resolve all complaints or disputes directly with those Merchants;
- d. you will not undertake any Restricted Activity; and
- e. you are solely responsible for providing the Integration Partner System, and any services provided in connection with the same.

Liability

We don't promise anything other than what we explicitly state in this agreement, and the most we'll ever owe you is the greater of £50 or the total of any Revenue Share we have paid to you in the 3 months leading up to any incident resulting in you having a claim against us. There are certain things we can't limit liability for according to law, and so we don't limit liability for those things! In other words, if GoCardless breaches the contract and causes you to suffer loss then the total amount that you can claim is the fees that are due to us over the last 3 months leading up to the incident. Basically, this means the maximum amount that you can claim from GoCardless is what you were contractually obliged to pay to GoCardless to use our service over that 3 month period or £50 if that is more than the 3 months worth of fees.

If your customers use your system and then come knocking on our door with a complaint or claim about it, you agree that it's not our responsibility and that you'll step in and sort things out with your customer directly. The same goes for making sure that your employees and agents act above board and in compliance with the law, and that you put in place proper security controls and procedures to prevent unauthorised access or use of the GoCardless Platform or your GoCardless Account.

75. All conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non-supply or delay in supplying the GoCardless Service and/or the GoCardless Integration Partner Platform are excluded to the extent permitted by law
76. We are not responsible for, and shall in no way be liable for:
 - a. your provision of the Integration Partner System and related services of any nature, including but not limited to, providing customer support, service notifications, receipts, refunds, or any other action;
 - b. your, your agent's or employees compliance with laws, regulations and the Payment Scheme rules;
 - c. any acts or omissions in relation to (a) and (b), above; and
 - d. any unauthorised access, hacking, tampering or use of your connection to the GoCardless Integration Partner Platform, your Merchant Account or any data connected with it, as a result of your specific security controls or procedures.
77. You agree to defend, indemnify and hold harmless GoCardless, our employees, agents and assigns, from and against any cause of action, damage, loss or liability arising out of or in connection with:
 - a. any dispute between you and a Connected Merchant, or any similar dispute between GoCardless and a Connected Merchant relating to your Pre-built Integration and/or your use of the GoCardless Integration Partner Platform. This includes disputes in relation to any activity conducted by you, including Authorised Activity and your use and treatment of Merchant Data;
 - b. your use of the API in a manner inconsistent with the Documentation;
 - c. any other breach of this Agreement, law, regulation or the Payment Scheme rules by you; and
 - d. all loss arising from any Unauthorised Activity conducted by you, including, but not limited to, initiating Transactions in relation to a Connected Merchant, including in relation to Chargebacks and other costs directly associated with such Chargebacks. This includes but is not limited to, bank

charges incurred or passed on to GoCardless, GoCardless' direct costs of taking advice on the matter, and notifying applicable parties.

78. Subject to section 76, the entire liability of GoCardless arising out of or in connection with the supply, non-supply or delay in supplying the GoCardless Service or otherwise in connection with this Agreement, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited in respect of each event or series of connected events to the greater of (a) GBP £50; and (b) the Revenue Share we have paid to you in the three months preceding an event or series of events.
79. Nothing in this Agreement shall operate to exclude or restrict either Party's (or that Party's employees' or agents') liability for:
 - a. any matter which cannot be limited or excluded by law;
 - b. death or personal injury resulting from negligence; or
 - c. fraud, deceit or fraudulent misrepresentation.

Data Protection and Information Sharing

We work to a high standard of data protection and privacy compliance, which meets or exceeds the requirements set out in the General Data Protection Regulation.

80. For the purposes of this Agreement, "Personal Data", "data controller", "data subject", "supervisory authority", "personal data breach" and "process" shall have the meaning given by the GDPR.
81. GoCardless and the Merchant, in their capacity as a Connected Merchant, are independent data controllers in relation to the Personal Data of Customers processed in connection with the GoCardless Service.
82. You and we shall each comply with our respective obligations under the applicable Data Protection Law and neither of us will knowingly perform our obligations under this Agreement in such a way as to cause the other to breach any of its obligations under the applicable Data Protection Law.
83. You agree that you will:
 - a. ensure appropriate technical and organisational security measures are in place to protect personal data under your control;
 - b. ensure that the Integration Partner Platform enables the provision of all required information to data subjects in accordance with the applicable Data Protection Law, including a written notice that (a) identifies GoCardless by name, (b) describes the services GoCardless provides, (c) describes the data protection rights available to the data subject, including the right to object, and (d) includes the website address of GoCardless' Privacy Notice (<https://gocardless.com/legal/privacy/>). This is particularly applicable to any Payment Pages your Pre-built Integration provides;
 - c. notify GoCardless without undue delay if you receive a request, complaint or other communication from a data subject or a regulatory authority that is addressed to or intended for GoCardless, and provide reasonable assistance where required unless prevented from doing so by law or regulation; and
 - d. notify GoCardless without undue delay if you are required to notify a data protection regulator or data subject under the Data Protection Law of any data breach concerning personal data processed for a

Merchant in relation to this Integration Partner Agreement.

84. GoCardless and Integration Partner shall be part of a data matching program whereby the parties shall subscribe to the customer matching platform, which at the time of the Agreement is Crossbeam, (or any other platform as replaced by GoCardless from time to time) for the purposes of sharing information regarding their client base in full compliance with all applicable Data Protection Laws (the "Data Matching Program").
85. The Partner has no authority to enter into negotiations with, or enter into or conclude contracts with its Merchants for the supply of the GoCardless Service in relation to the Data Matching Program.

Suspension of your Account and the Services

We may suspend services we provide to you in a number of circumstances, for example, if you breach this agreement, become insolvent, don't pay us, act fraudulently, or you do one of the things we said we didn't want you to do whilst using our service to take payments for your customer.

Assuming that the reasons for the suspension are resolved, we will begin providing you with the services again. If we can't resolve the issues that have arisen, we may terminate our agreement with you and stop providing you with services altogether.

86. GoCardless will be entitled to suspend or withdraw your right to use the GoCardless Service and the GoCardless Integration Partner Platform (or any part of it) where:
- a. you are in breach of any of your obligations under this Agreement;
 - b. you have breached your obligations in respect of the security of your GoCardless Account or the Credentials, or GoCardless has reasonable grounds to suspect such breach;
 - c. you have performed an Unauthorised Activity;
 - d. you have used the GoCardless Service or the GoCardless Integration Partner Platform to carry out or facilitate any Restricted Activity;
 - e. you suffer an **Insolvency Event** or GoCardless reasonably suspects that you will do so;
 - f. you fail to pay to GoCardless when due any sum payable to us;
 - g. you have used the GoCardless Service or the GoCardless Integration Partner Platform (or any part of it) in a manner which is unlawful;
 - h. there has been unauthorised or fraudulent use of your Credentials or GoCardless has reasonable grounds to suspect such fraudulent or unauthorised use;
 - i. while GoCardless is conducting anti-money laundering or similar checks on you, until those checks are resolved to GoCardless' satisfaction; or
 - j. it is required to do so by law or regulation.
87. Where any of the factors for suspension referred to above cease to exist then, unless GoCardless exercises its rights to terminate this Agreement in light of such factors, GoCardless will, as soon as reasonably practicable, reinstate your access to the GoCardless Integration Partner Platform but may require you to change the Credentials.

Termination

You accept these terms as soon as you sign up for an account with us, or start using our service.

Each of us can terminate this agreement for any reason. To do this, you must give us six month's notice in writing (email us at help@gocardless.com). We also need to give you six months' notice to be able to terminate this Agreement.

If either of us commits a material breach (i.e. a serious one!) of this Agreement, and the person breaching doesn't fix it within 28 days of being told about the breach, the other party can terminate immediately (i.e. it won't be necessary for us to give notice as above).

In addition, we can terminate immediately if you go insolvent or it looks like you're about to. We may also terminate your account if we aren't able to complete verification of your business, or if your use (or your customer's use, facilitated by you) of our service might pose a high risk to us or if you fail to comply with our instructions regarding any custom payment pages and/or notifications you decide to use. This is because GoCardless operates in a strictly regulated environment and must have the right to terminate the Agreement in case of high risk to GoCardless or the services.

We'll always do what we can to help you move to a new service provider.

88. You will be deemed to have accepted the terms of this Agreement as soon as you start using the GoCardless Integration Partner Platform.
89. Either Party may terminate this Agreement on six months' written notice to the other Party, such notice to be given in accordance with clause 92 and 93 below.
90. Either Party may terminate this Agreement with immediate effect by giving notice to the other Party if the other Party commits a material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within 28 days of that Party being notified of the breach.
91. GoCardless may terminate this Agreement:
 - a. with immediate effect if you suffer an Insolvency Event;
 - b. with immediate effect if an Unauthorised Activity occurs;
 - c. with immediate effect if your Pre-built Integration has not passed an Integration Review;
 - d. with immediate effect if we determine, in our absolute and sole discretion, that your use of the GoCardless Integration Partner Platform presents an unacceptable risk to GoCardless (including, but not limited to, fraud, Chargeback or other risk, data protection risk, or we are unable to verify your GoCardless Account successfully);
 - e. with immediate effect, and automatically if our GoCardless Online Payment Services Agreement (or other agreement for the provision of the GoCardless Service) with you is terminated;
 - f. with immediate effect, if you have failed to comply with your obligations in section 34 (relating to custom Payment Pages and/or Payment Notifications); and
 - g. with immediate effect, if you have undertaken or facilitated a Restricted Activity or GoCardless has reasonable grounds to suspect Restricted Activities have taken place.

Law & Venue

We're based in England and, as a result, we have chosen to have this contract governed by the laws of England and Wales. We think this is also a widely understood set of laws, generally suitable for international use.

You agree that any disputes will be heard in the English courts.

92. This Agreement and all disputes or claims arising out of or in connection with it (including any non-contractual disputes), and any obligation arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales.

93. The Parties agree that English courts shall have exclusive jurisdiction over any disputes relating or connected to it.

Maintenance and Updates to your Pre-built Integration

We only make money when you're processing payments! Therefore, we aim to keep the service running, and to cause minimal disruption through maintenance.

Make sure you sign up to get notifications of upcoming maintenance!

We're a forward-thinking company and we're changing the way that businesses collect payments from their customers. We're constantly looking at ways to improve the service. Where we add new features to the service, or where we begin serving Merchants in a new country that you also operate in, you agree that you'll undertake the required development work to ensure that your Pre-built Integration can support these updates and modifications, so that Connected Merchants can make full use of the GoCardless Service via your Pre-built Integration.

94. GoCardless will use reasonable commercial endeavours to undertake maintenance of the GoCardless Integration Partner Platform so as not to cause disruption to your use of the GoCardless Integration Partner Platform.
95. You may sign up for notifications of both scheduled maintenance and emergency maintenance via the online reporting tool made available by GoCardless at gocardless-status.com or its replacement from time to time.
96. Upon GoCardless' written request, you agree to update and/or modify your Pre-built Integration within a reasonable period of time following such request, in order to provide Connected Merchants with the full functionality of the then-current state of the GoCardless Service. Such updates and modifications may include (without limitation) supporting additional Payment Schemes, updating your Pre-built Integration and any supporting documentation and information to make these available in additional languages, and any other materially new features or updates introduced by GoCardless to the GoCardless Integration Partner Platform and/or GoCardless Service.
97. You agree to implement such updates and modifications to your Pre-built Integration at no additional cost to either GoCardless or any Connected Merchant. Where GoCardless determines (acting reasonably) that your refusal to make such modifications or updates is unreasonable, GoCardless may withhold Revenue Share and/or Integration Fees until you have made the requested updates to your Pre-built Integration. For the avoidance of doubt, in the case of updating your Pre-built Integration to support new Payment Schemes, GoCardless will not consider your refusal to do so unreasonable, where the country that the new Payment Scheme originates from is one in which you do not offer your goods or services in.
98. You agree that you will perform updates and modifications to your Pre-built Integrations with all reasonable skill and care, and in accordance with best industry practice.

Force Majeure/Acts of God

It's a fact of life that sometimes, ...stuff happens. These are things beyond our or your direct control, and events such as strikes, wars, fires etc. – a more complete list is on the right.

If one of these events happens, neither of us will be responsible to the other party if we can't fulfil our obligations under this agreement, or if we're delayed in doing so.

99. For the purposes of this Agreement, "**Force Majeure Event**" means an event beyond the reasonable control of the affected Party, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of that Party or any other Party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, pandemic, epidemic, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

100. Neither Party shall be liable to the other as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

Assignment and subcontractors

We can do certain things, such as assign the agreement between us to a new party, and also subcontract certain obligations to others. We do use certain sub-contractors, such as our hosting providers.

If you want to assign your contract, please ask us first – we'll need any new entity to pass all our normal signing-up checks and need certain details about them.

101. GoCardless may assign its rights under this Agreement or subcontract its obligations under it to a third party. You shall not assign this Agreement or any rights under this Agreement without GoCardless' prior written consent, and you shall not grant any security over this Agreement.

Getting in Touch

If you want to get in touch with us, please do so via email or our online contact options. We can also post things to you.

It's important that we agree when exactly one of us 'receives' a communication for legal purposes (for example to help work out when a notice of termination becomes effective) – we reckon it's fair to give each of us one Business Day (that's a working day) to read such communications.

102. Any notice or other communication required to be given to a Party under or in connection with this Agreement must be sent in the manner set out in this Agreement.

103. All notices to GoCardless must be sent via email to legalnotices@gocardless.com.

104. Where no method of notification has been specified, the Parties may communicate via e-mail or phone to an address or number provided for such communications by that Party. GoCardless may also provide you with communications, disclosures or notices relating to the GoCardless Service and relating to this Agreement using the GoCardless Site, your GoCardless Account or the API. It is your responsibility to install or update software in order to ensure the proper functioning of your GoCardless Account or the API if instructed to do so by us. Electronic notices have the same meaning and effect as a paper copy.

105. Any notice or other communication shall be deemed to have been duly received the next Business Day following the notice being communicated.

General

As you've probably noticed, this agreement is in English and we should communicate in English elsewhere too.

The legal terms, to the right, are all the terms between us and you and we agree that anything we or anyone else has said about GoCardless, that is not in this agreement, hasn't factored in to your deciding to use us, and nor do any such comments form part of this agreement.

106. It is the express wish of the parties that this Agreement and any directly or indirectly related documents and/or correspondence relating to it be drawn up in English.

107. GoCardless may change or add to the terms of this Agreement and may change, remove, or insert conditions on the use of any feature or element of the GoCardless Service with seven (7) days' prior notice. Such notice may be given on our website or any other website we own or maintain and through which we provide services related to this Agreement. By continuing to use the GoCardless Integration Partner Platform, and unless you notify us otherwise before the date of any proposed change, you will be deemed to have accepted any such changes. If you do object to any change, you may terminate this Agreement immediately and without penalty before the date the relevant change is implemented.

108. Each Party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement, except in the case of fraudulent misrepresentation. No Party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

Waiver

If either of us does something wrong, and lets the other person off, that doesn't mean all future mistakes, breaches or failures are excused.

Likewise, just because either of us doesn't notice a breach or fault straight away, that doesn't mean that person can't take action in relation to it later on.

The law provides each of us with certain rights and remedies – these may not be referred to explicitly in our agreement, but they still exist.

109. A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

110. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

Severance

If one bit of this agreement isn't valid for legal reasons, rather than the whole agreement becoming useless, we agree that that bit of the agreement will either be deleted or, if it would remain valid with a small deletion we agree that the small deletion will be read into the agreement.

111. If a court or any other competent authority finds any provision of this Agreement (or part of any provision) to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

Third Party Rights

This agreement is between us, and nobody else. Therefore, only you and we can enforce this agreement against the other directly.

112. A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

Change of Circumstances

We need to know who we're dealing with and making payments to. Therefore, if your circumstances change – for example, ownership of a controlling stake in your business changes, you need to let us know. We'll then get in touch with you to re-run some checks.

If we can't work with you because of your change in circumstances, we can terminate the agreement between us.

113. You will give GoCardless at least 30 days' notice of any proposed change of business, product or service type, trade name or other significant change in business practices or solvency.
114. You will also inform GoCardless immediately of any Insolvency Event and include GoCardless as a creditor in relation to any insolvency proceedings.
115. Should you undergo a change of Control, you must immediately notify GoCardless of that change of Control and provide the details of the new party with Control.
116. Following a change of Control:
 - a. GoCardless will be required to run anti-money laundering checks on you, taking into account the new party with Control, for which you agree to provide all information reasonably requested by GoCardless; and
 - b. should you, following the change of Control, not be able to meet GoCardless' anti-money laundering or other legal or regulatory requirements, GoCardless may immediately terminate this Agreement.

Confidentiality

We both agree to keep any confidential information shared with each a secret.

109. "Confidential Information" means this Agreement, GoCardless pricing information, GoCardless technical information and any other information disclosed, or being disclosed in the future, by one party ("Discloser") to the other ("Recipient") related to the provision or use of the GoCardless Integration Partner Platform, Connected Merchant Account, or GoCardless Service that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Recipient may use Discloser's Confidential Information solely to perform Recipient's obligations or exercise its rights under this Agreement. Recipient will not disclose, or permit to be disclosed, Discloser's Confidential Information to any third party without Discloser's prior written consent, except that Recipient may disclose Discloser's Confidential Information solely to Recipient's employees, Affiliates, agents or professional advisers who have a need to know and who are bound to keep that information confidential under confidentiality requirements consistent with this Agreement. Recipient agrees to exercise due care in protecting Discloser's Confidential Information from unauthorised use and disclosure, and at a minimum will use at least the degree of care a reasonable person would use. The foregoing will not apply to any information that: (a) was in the public domain at the time it was communicated to the Recipient by the Discloser; (b) entered the public domain after the time it was communicated to the Recipient by the Discloser through no fault of the Recipient; (c) was in the Recipient's possession free of any obligation of confidence at the time it was communicated to the Recipient by the Discloser; (d) was rightfully communicated to the Recipient free of any obligation of confidence after the time it was communicated to the Recipient by the Discloser; (e) was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Discloser; or (f) is expressly permitted to be disclosed under the terms of this Agreement. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this section, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

Definitions

What follows are the definitions used in the above terms and conditions – you can easily identify them, as they're capitalised when used in the Agreement. Definitions in the GoCardless Online Payment Services Agreement that have been used in this Agreement (but have not been expressly defined below), shall apply to this Agreement as if they were set out here:

API means the application programming interface via which the GoCardless Service may be integrated into your Integration Partner System.

Authorised Activity means, (a) in the case of accessing Merchant Data, where a Connected Merchant expressly permits for you to undertake such activity, and (b) in the case of performing tasks and initiating activity in relation to a Connected Merchant Account and Merchant Data, including but not limited to making use of other features of the Connected Merchant Account, where the Connected Merchant itself engages, from within your Integration Partner System, in a positive action that prompts the Pre-built Integration to cause you to initiate any such tasks and activity on the Connected Merchant's behalf.

Case Studies has the meaning given to it in section 63 of this Agreement.

Connected Merchant means a Merchant that has connected their Merchant Account to your Integration Partner System, via your Pre-built Integration, using the authentication method provided by the API.

Connected Merchant Account means a Merchant Account that has been connected by a Merchant to your Integration Partner System, via your Pre-built Integration, using the authentication method provided by the API.

Credentials means any passwords, access tokens or other details used by you to access the GoCardless Integration Partner Platform.

Crossbeam means the partner ecosystem platform found at crossbeam.com (or as replaced by GoCardless from time to time).

Customer means a customer of a Merchant.

Data Protection Law means the laws, regulations or adopted codes of practice applicable to the Services relating to data protection, privacy, security or electronic communications. This may include the General Data Protection Regulation (EU) 2016/679 (the "GDPR") or an applicable local equivalent.

Documentation means, in relation to the API, GoCardless' integration and user guides and software development kit as updated from time to time.

GoCardless Integration Partner Platform means the platform offered by GoCardless, through which you integrate your Integration Partner System with the API, to enable your Connected Merchants to create and manage payments from within your Integration Partner System.

GoCardless Merchant Agreement means the GoCardless Merchant Agreement at <https://gocardless.com/legal/merchants> as may be replaced from time to time.

Guidelines means GoCardless' conditions with regard to the depiction of the Marks, which can be found at <https://brand.gocardless.com/> as may be updated from time to time.

Insolvency Event has the meaning given to it in the GoCardless Merchant Agreement.

Integration Fees means any additional fees charged by you to Connected Merchants in return for providing those Connected Merchants with the ability to access their Merchant Account and use the GoCardless Service through your Integration Partner System (these may be referred to as “App Fees” in other documentation published by GoCardless).

Integration Partner means the company or other legal entity you entered on the signup page (also referred to as ‘you’).

Integration Partner Agreement means the legally binding agreement entered into between you and a Connected Merchant.

Integration Partner Information has the meaning given to that term in section 20.f. of this Agreement.

Integration Partner-related Fees means certain fees as set out in the GoCardless Merchant Agreement between GoCardless and a Merchant in relation to Transactions processed by GoCardless on behalf of the Merchant and other add-on services, where such Transactions and services have been initiated via the Pre-built Integration. For the avoidance of doubt, all other fees paid by the Merchant to GoCardless are excluded from this definition, including without limitation, any monthly commitment fee and monthly account and servicing fees, and any other Transactions or services initiated by the Merchant, whether through the GoCardless dashboard, another integration, or otherwise. A list of GoCardless Services which are and are not subject to Integration Partner-related Fees is set out in Schedule A which can be found at <https://gocardless.com/legal/partners/>. GoCardless may change Schedule A from time to time, at its discretion.

Integration Partner System means the system or service provided by you to Merchants.

Integration Review means the process by which GoCardless will evaluate your Pre-built Integration, having regard to: (a) the technical and non-technical documentation and information you have provided to GoCardless and (b) any other questionnaires relating to your Pre-built Integration that GoCardless has requested you to complete for the purposes of conducting the Integration Review. You acknowledge that GoCardless may, at its sole discretion, require you to demonstrate your Pre-built Integration by way of a video demonstration or some other means, in addition to the above, as part of the Integration Review process.

Legal Process Request means any demand, order, request or legal instrument from any government, law enforcement or similar agency.

Marketing Material means advertising and/or promotional material relating to the GoCardless Service including without limitation and without limiting the generality of the foregoing: the GoCardless Site, emails, banners, posters, videos, blog posts and press releases.

Marks means the trade marks and marks of each Party (as the context requires) included in the Guidelines, in the case of the GoCardless Marks, and as otherwise communicated by one Party to the other from time to time.

Merchant means a customer of the Integration Partner.

Merchant Account means a Merchant’s GoCardless Account.

Merchant Data means any of the transaction or other details belonging or related to a **Connected Merchant Account**, including information about the Connected Merchant Account itself.

Party means each of GoCardless and you and **Parties** means both of us.

Partner Page means the webpage located at <https://gocardless.com/partners/>, or such replacement or equivalent page as may be in force, from time to time, including those hosted on any non-United Kingdom versions of the GoCardless Site.

Payment Pages means the webpages used for the collection from a Customer of the information that is required to complete a Payment Scheme Mandate or Payment Order, as the context requires.

Payment Scheme Timings means the timings set out at the Payment Scheme Timings Page, which are applicable where no administrative error is present or occurs as a result of information provided or actions taken by you or a Customer. Notwithstanding references to the Merchant’s Nominated Account, all payments under this Integration Partner Agreement will be made in the same manner as those to the Merchant’s Nominated Account.

Pre-built Integration means the integration created by an Integration Partner, that enables Merchants to connect their Merchant Account to the Integration Partner’s Integration Partner System, using the authentication method provided by the API.

Revenue Share means an amount that is allocated by GoCardless to you, which is 10% of the Integration Partner-related Fees received by us from Merchants.

Transaction means the receipt by a Merchant of a payment from a Customer, pursuant to a Payment Order.

Unauthorised Activity means any of:

- a. your negligence, fraud, willful misconduct or statement, default, act or omission, breach of statutory duty and/or that of your employees, officers, directors, subcontractors or consultants;
- b. any event, bug or other software or security issue arising out of your systems, code, development or security processes, resulting in any cause of action, costs, damage, loss or liability affecting GoCardless; and
- c. or any Transactions or refunds (as applicable) you initiate or that are duplicated.

Verification has the meaning given to it in the GoCardless Merchant Agreement.