GoCardless

GOCARDLESS PAYMENTS INTELLIGENCE

Service Terms - GoCardless Success+ & Protect +

---

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 the GoCardless Success+ product (which is a Service for the purposes of the Agreement). A description of the GoCardless Success+ product is set out in the Product Description Document (or, for GoCardless Embed customers, the Product Description Document for Embed).

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 the Service, you agree to be bound by these Service Terms, and consent to GoCardless providing the Service.

2. SUCCESS+ TERMS

How can the Service be used?

2.1 The Service can only be used in conjunction with the Bank Debit feature. Your use of the Bank Debit feature is governed by the Service Terms for the Bank Debit Feature.

Which Payment Schemes does GoCardless support for the Service and which jurisdictions is the Service available in?

2.2 The Service may not be available in all Payment Schemes and jurisdictions, and certain features may also not be available in certain Payment Scheme and jurisdictions. The Payment Schemes and jurisdictions in which the Service is available are as set out in the Product Description Document (or, for GoCardless Embed customers, the Product Description Document for Embed). GoCardless may add and/or remove Payment Schemes and/or jurisdictions for the Service at any time and without notice to you.

How do you start using the Service?

2.3 To use the Service, you need to have applied for a Pricing Plan which includes the Service or to have applied for the Service in an Order Form. Details of which Pricing Plans include the Service are set out in the Product Description Document.

2.4 Where you have a Pricing Plan which includes the Service or you have applied for the Service in an Order Form it will be automatically enabled, but you will need to activate it and you will also need to configure it in line with your preferred settings.

Can you customise your use of the Service?

2.5 You are able to specify certain functionalities for the Service in the Dashboard. In particular: (a) you can select the number of payment retries and the timeframe for the retries and you can change this at any time in the Dashboard; (b) you can track which payments have been successfully collected using the Service; (c) you can view the amount of revenue recovered and payments pending recovery.

If you use the Service does this definitely mean your rate of Failures will reduce?

2.6 No, not necessarily. Although the Service is designed to help reduce your rate of Failures and improve your payment success, GoCardless makes no representation, warranty or guarantee that use of the Service will reduce your rate of Failures or improve your payment success.

2.7 GoCardless will use reasonable commercial endeavours to provide the Service but does not warrant that the Service or any of the features comprising the Service will meet your requirements or be uninterrupted, timely or error-free, nor does GoCardless make any warranty as to the results that may be obtained from your use of the Service or any of the features comprising the Service, or the accuracy of any other information obtained through the Service or any of its features.

Does GoCardless use third parties to provide the Service?

2.8 GoCardless may use third parties to provide all or any part of the Service, including any of the features comprising the Service and, in such circumstances, and to the extent permissible by Applicable Law, GoCardless excludes liability with respect to these third parties.

Is there anything else you should be aware of when you use the Service?

2.9 You are solely responsible for your use of the Service, as well as the decisions you make and the actions you take with respect to your use of the Service.

2.10 You assume all risks associated with your use of the Service and GoCardless is not obliged to provide any maintenance, technical or other support for the Service or any of its features.

3. DISPUTES AND COMPLAINTS

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

3.1 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.

3.2 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.

GoCardless

GoCardless Payments Intelligence

Service Terms - GoCardless Protect+

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 the GoCardless GoCardless Protect+ product (which is a Service for the purposes of the Agreement). A description of the GoCardless Protect+ product is set out in the Product Description Document (or, for GoCardless Embed customers, the Product Description Document for Embed).

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 applicable Service Terms which apply to the Services you are using under the Agreement. By setting up a GoCardless Account, accepting the Agreement and using the Service, you agree to be bound by these Service Terms, and consent to GoCardless providing the Service.

2. GOCARDLESS PROTECT+ TERMS

How can the Service be used?

2.1 The Service can only be used in conjunction with the Bank Debit feature. Your use of the Bank Debit feature is governed by the Service Terms for the Bank Debit Feature.

Which Payment Schemes does GoCardless support for the Service and which jurisdictions is the Service available in?

2.2 The Service may not be available in all Payment Schemes and jurisdictions, and certain features may also not be available in certain Payment Schemes and jurisdictions. The Payment Schemes and jurisdictions in which the Service is available, are as set out in the Product Description Document (or, for GoCardless Embed customers, the Product Description Document for Embed). GoCardless may add and/or remove Payment Schemes and/or jurisdictions for the Service at any time and without notice to you.

How do you start using the Service?

2.3 To use the Service, you need to have applied for a Pricing Plan which includes the Service or to have applied for the Service in an Order Form. Details of which Pricing Plans include the Service are set out in the Product Description Document .

2.4 Where you have a Pricing Plan which includes the Service or you have applied for the Service in an Order Form it will be automatically enabled, but you will need to activate it and you will also need to configure it in line with your preferred settings.

Can you customise your use of the Service?

2.5 You are able to specify certain functionalities for the Service in the Dashboard. In particular: (a) you can set the risk threshold that will determine which Customers will be put through the Verify feature and be required to have a Successfully Verified Mandate before a Payment Scheme Mandate can be set up for

that Customer. You can amend the risk threshold you want to apply to your Customers at any time in the Dashboard; (b) you can block certain identifiers (such as bank account, email or email domain) from being able to create Payment Scheme Mandates, and also unblock such identifiers if you wish; (c) you will be able to access different types of information through the Dashboard using the Monitor feature, including information about fraud losses, payer fraud profiles, and historical Chargeback information; (d) you can set and view information about Chargebacks to enable you to assess which Chargebacks you may wish to challenge using the Challenge feature.

2.6 You may be subject to fair usage provisions with respect to your use of the Service and, specifically, the activation of the Verify feature within the Service.

Do any particular provisions apply to your use of the Verify feature within the Service?

2.7 Yes. When you use the Verify feature within the Service, you will also be bound by the Service Terms for the Verified Mandate Feature.

Do any particular provisions apply to your use of the Monitor feature within the Service?

2.8 Yes. Although the purpose of the Monitor feature is to help you combat fraud by providing actionable data and insights on your Customer base, including giving estimates around the monetary value gained by using the Service, you acknowledge and agree that these reports are estimates only, and GoCardless makes no warranties, representations or other commitments around the accuracy of the information provided.

Do any particular provisions apply to your use of the Challenge feature within the Service?

2.9 Yes. GoCardless makes no commitment or guarantee of any nature that any Chargeback challenge made using the Challenge feature will be successful, as success is based on a number of factors including the quality of the information received from you regarding the Chargeback and, in particular, contractual documentation between you and the Customer. GoCardless will collate evidence based on the information GoCardless holds with respect to any Chargeback, but you are also responsible for providing information which relates to your own relationship with the Customer. GoCardless will be responsible for collating and packaging up the information, sending it for consideration and review, liaising with the Customer's bank about the Chargeback (either directly or indirectly), receiving the outcome of the Challenge and reporting this back to you.

Does GoCardless use third parties to provide the Service?

2.10 GoCardless may use third parties to provide all or any part of the Service, including any of the features comprising the Service and, in such circumstances, and to the extent permissible by Applicable Law, GoCardless excludes liability with respect to these third parties.

Is there anything else you should be aware of when you use the Service?

2.11 GoCardless will use reasonable commercial endeavours to provide the Service but does not warrant that the Service or any of the features comprising the Service will meet your requirements or be uninterrupted, timely or error-free, nor does GoCardless make any warranty as to the results that may be obtained from your use of the Service or any of the features comprising the Service, or the accuracy of any other information obtained through the Service or any of its features.

2.12 You are solely responsible for your use of the Service, as well as the decisions you make and the actions you take with respect to your use of the Service.

2.13 You assume all risks associated with your use of the Service and GoCardless is not obliged to provide any maintenance, technical or other support for the Service or any of its features.

3. DISCLAIMERS

3.1 ***GoCardless makes no representation, warranty or guarantee that use of the Service will prevent all or any fraud being carried out against you by any Customer and/or any other third party.***

3.2 ***The Service does not constitute legal or compliance advice, or advice as to whether you should proceed with a transaction with a Customer.***

3.3 ***GoCardless is not liable for any losses, damages or costs arising out of or relating to: (a) fraudulent transactions and/or other fraudulent activity; (b) non-fraudulent transactions which may be blocked as a result of you using the Service; or (c) the accuracy or inaccuracy of information generated by the Service and any actions you or GoCardless may take based on the information generated by the Service.***

3.4 ***GoCardless is not a consumer reporting agency and none of the information provided through the Service or any of the features comprising the Service constitutes a "consumer report" as such term is defined in the FCRA.***

3.5 ***By using the Service and any of its features, you agree that: (a) any information provided to you through the Service is not intended to have any bearing on the credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living of any Customer and, notwithstanding this, (b) you will not use the information received through your use of the Service: (i) as a factor in establishing an individual's eligibility for credit or insurance; (ii) in connection with underwriting individual insurance; (iii) in evaluating an individual for employment purposes; (iv) in connection with a determination of an individual's eligibility for a licence or other benefit granted by a governmental authority; (v) in connection with any permissible purpose (as defined by the FCRA); or (vi) in any other manner that would cause such use of the Service or any of its features to be construed as a consumer report by any authority having jurisdiction over any of the parties. Moreover, you agree not to take any adverse action, which is based in whole or in part on the information, against any consumer. The terms "adverse action" and "consumer" shall have the meanings given to them in the FCRA.***

3.6 ***You may not use any information obtained through your use of the Service for commercial solicitations, marketing, fundraising, or other similar activities or purposes.***

4. DISPUTES AND COMPLAINTS

What should you do if you have any questions, concerns or complaints relating specifically to the 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.