

GOCARDLESS PAYMENTS

Service Terms: Bank Account Data Service

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 Bank Account Data Service. A description of the Service 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](#) apply to these Service Terms (or, for GoCardless Embed customers, the [Definitions Document - Embed](#)).
- 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/or using the Service, you agree to be bound by these Service Terms and consent to GoCardless providing the Service.

2. GOCARDLESS SERVICE PROVIDERS

Which GoCardless entity will be providing the Service to you?

- 2.1 The GoCardless entity providing the Service to you will depend on the jurisdiction you are established in and will be as set out in the Agreement. A list setting out which GoCardless entity provides the Service in each available jurisdiction can be found in the [Product Description Document](#) (or, for GoCardless Embed customers, the [Product Description Document for Embed](#)).

Which GoCardless entity will interact with End Users as part of the Service being provided to you?

- 2.2 The GoCardless entity interacting with End Users as part of the Service being provided to you (and providing 'account information services' to those End Users) will be the GoCardless entity which operates in the jurisdiction where the End User is domiciled. For End Users domiciled in the UK this is GoCardless Limited and for End Users domiciled in the EEA this is GoCardless SAS.

3. THE SERVICE

What will GoCardless provide to you under these Service Terms?

- 3.1 Subject to your compliance with the Agreement and any rights GoCardless may have under the Agreement, GoCardless will: (a) access and retrieve Aggregated Account Information with the consent of the End User; and (b) provide the Aggregated Account Information to you.

How do you start using the Service?

- 3.2 In order to use the Service you must request access to the Bank Account Data portal by contacting GoCardless at help@gocardless.com. If you are eligible to use the Service and given access to the Bank Account Data portal by GoCardless you must then complete the technical Bank Account Data API implementation (an API for the purposes of the Agreement) following the guidelines set out in the

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[Documentation](#). You should note that the Bank Account Data portal and the Bank Account Data API are different endpoints to those used to access the GoCardless Payments Services.

- 3.3 GoCardless will start providing the Service to you once you have: (a) accepted the Agreement (or any additional part of the Agreement); (b) successfully completed any Verification as may be required by GoCardless; and (c) you have successfully completed any necessary API integration to GoCardless satisfaction.

How does the Service work?

- 3.4 The Service involves the collection by GoCardless of Aggregated Account Information from End Users and providing this Aggregated Account Information to you so you can present it to the End User in a way you have agreed with the End User.

- 3.5 In order for GoCardless to collect Aggregated Account Information from an End User and provide the Service to you the End User must give GoCardless its express consent to GoCardless providing an 'account information service' to the End User. In giving its express consent to GoCardless the End User must also accept the End User statement (incorporating the End User Terms). If the End User does not accept the End User statement (incorporating the End User Terms) and give its express consent to GoCardless accessing the End User's payment account and providing an 'account information service', GoCardless cannot collect Aggregated Account Information from the End User and cannot provide the Service to you.

What is the End User statement?

- 3.6 The End User statement is a statement formulated by GoCardless which must be presented by you to the End User if you want GoCardless to collect Aggregated Account Information from the End User as part of providing the Service to you. The purpose of the End User statement is to provide transparency to the End User around GoCardless' role and clearly define the parameters on which the End User will be giving its express consent to GoCardless accessing the End User's payment account and collecting Aggregated Account Information.

- 3.7 The End User statement contains the following information: (a) the name of the GoCardless entity which is retrieving the Aggregated Account Information from the End User; (b) a description of the Service which is provided by GoCardless to you; (c) a clear and visible statement that the Aggregated Account Information will be provided to you (as well as GoCardless) and can be used by you; (d) a description of the data protection rights available to the End User, including the right to object; and (e) the url of the Privacy Notice and the End User Terms. You must ensure the End User statement is provided in clear and plain language, in a manner that is easily accessible to the End User (for example, by providing the End User statement via email) and which complies with Data Protection Law.

- 3.8 You must not, under any circumstances, attempt to amend or modify the End User statement, or otherwise circumvent the presentation of the End User statement to End Users.

What happens once GoCardless has retrieved the Aggregated Account Information?

- 3.9 Once GoCardless has retrieved the Aggregated Account Information, GoCardless will provide this Aggregated Account Information to you as part of the Service. Once you have received the Aggregated Account Information it is your responsibility to manage and present the Aggregated Account Information to the End User in accordance with the contractual terms you have in place with the End User and Applicable Law. GoCardless has no responsibility or liability to you and/or any End User once the Aggregated Account Information has been provided to you. In particular, GoCardless has no responsibility or liability to you and/or any End User with respect to any services you provide to the End User which involves the Aggregated Account Information.

Will GoCardless tell you if there has been unauthorised disclosure of Aggregated Account Information?

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- 3.10 Yes. If Aggregated Account Information is disclosed to an unauthorised third party whilst in GoCardless' possession, GoCardless will tell you about the unauthorised disclosure immediately upon becoming aware of it.

Are there any requirements you must fulfil to ensure compliance with Data Protection Law when using the Service?

- 3.11 Yes. In using the Service you undertake to collect, use or otherwise process Personal Data contained in Aggregated Account Information in accordance with Data Protection Law.

- 3.12 It is your sole responsibility and liability to ensure that your use of Aggregated Account Information and your relationship with the End User are fully compliant with Data Protection Law.

Are there any particular restrictions or requirements you should be aware of when using the Service?

- 3.13 Yes. As a general rule, the number of Requisitions GoCardless can perform in order to access Aggregated Account Information with respect to each consenting End User is subject to the Bank Account Data Default Rate Limit. The Bank Account Data Default Rate Limit is currently restricted by Applicable Law to four (4) times in a twenty four (24) hour period.

- 3.14 Depending on the way in which you use the Service, you may require repeated retrieval of Aggregated Account Information in excess of the Bank Account Data Default Rate Limit. It may be permissible to exceed the Bank Account Data Default Rate Limit if: (a) the End User gives its express consent to more frequent retrieval of Aggregated Account Information; or (b) the End User is actively requesting the Aggregated Account Information retrieval (**Bank Account Data Default Rate Limit Exemption**).

- 3.15 The Bank Account Data Default Rate Limit Exemption means an agreement between you and GoCardless to reasonably exceed the Bank Account Data Default Rate Limit provided that the End User is actively requesting the retrieval at a specific point in time or you have acquired their consent as described above.

- 3.16 You will comply with the requirements of the Bank Account Data Default Rate Limit Exemption and be able to present technical evidence including allowing GoCardless to audit how the Bank Account Data Default Rate Limit Exemption has been implemented by you and if the End User was either actively requesting the retrieval present or you had obtained the End User's consent for any requests granted under the Bank Account Data Default Rate Limit Exemption.

- 3.17 GoCardless will use reasonable endeavours to notify you of any changes to the Bank Account Data Default Rate Limit Exemption, however you acknowledge that GoCardless has the right to remove the Bank Account Data Default Rate Limit Exemption at its sole discretion without any prior notice.

Does GoCardless monitor your use of the Service?

- 3.18 Yes. GoCardless monitors your use of the Service in order to track, among other things, the number of Requisitions made in a calendar month and adherence to the Bank Account Data Default Rate Limit.

- 3.19 GoCardless tracks the number of Requisitions starting from the first day of each calendar month until the last day of the same calendar month (applying the timezone UTC+0).

What is the duration of the express consent provided by the End User that allows you to access Aggregated Account Information?

- 3.20 The duration of the express consent provided by the End User will depend on the service being provided by you to the End User. You must ensure the duration is proportionate and reasonable to the service you are providing.

- 3.21 In the UK, GoCardless will be required to reconfirm consent every ninety (90) days with the End User and, in the EEA, the End User must undergo authentication with their ASPSP every one hundred and eighty (180)

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days. You must ensure this is enabled to allow GoCardless to maintain continuous access to Aggregated Account Information.

- 3.22 Regardless of the duration of consent specified in sections 3.20 and 3.21, the ASPSP may require the End User to authenticate at any time which may result in an interruption of access to Aggregated Account Information until the End User successfully authenticates. You must ensure this process is supported and operational.

Can the End User withdraw their consent to the access to and retrieval of Aggregated Account Information and, if so, what are the consequences of this?

- 3.23 Yes. The End User is entitled to revoke their consent to the access to and retrieval of Aggregated Account Information by GoCardless at any time and without penalty. The End User can revoke their consent by: (a) contacting GoCardless and requesting revocation of the consent; or (b) contacting you and requesting that you revoke their consent.
- 3.24 If the End User contacts GoCardless to revoke their consent, GoCardless will cancel the consent of the End User immediately and no longer retrieve Aggregated Account Information from that End User.
- 3.25 If the End User contacts you to revoke their consent, you must immediately: (a) cease requesting and/or utilising any Aggregated Account Information relating to that End User; and (b) notify GoCardless that the End User has revoked their consent. GoCardless has no responsibility or liability of any kind relating to your failure to comply with these revocation requirements.
- 3.26 If an End User revokes their consent GoCardless will immediately cease accessing and retrieving Aggregated Account Information and providing the Service to you with respect to that End User.

4. DISCLAIMERS

GoCardless' ability to access Aggregated Account Information is dependent on the End User's ASPSP performing services that it is responsible for, including operating the interface which enables the End User to authenticate themselves towards the ASPSP and operating an interface which enables GoCardless to collect the Aggregated Account Information. In no circumstances will GoCardless be responsible or liable if it is unable to collect Aggregated Account Information as a result of any act or omission by any ASPSP or for the availability or quality of data or features that are outside of GoCardless' control.

5. TERMINATION OF THE SERVICE

What additional consequences of termination should you be aware of which are specific to the Service?

- 5.1 If the Agreement ends for any reason, in addition to the consequences set out in the General Terms you will not be able to create any new Requisitions and/or request the retrieval of Aggregated Account Information. You may be able to query live Requisitions created prior to termination until their expiry but GoCardless will not provide any assistance or support with respect to these. At GoCardless' sole discretion, you may be unable to access the Service and your GoCardless Account.

6. INDEMNITY

What additional indemnity do you give to GoCardless specifically with respect to the Service?

- 6.1 In addition to your indemnities to GoCardless under the General Terms, you will, with respect to the Service indemnify GoCardless and its Affiliates and keep GoCardless and its Affiliates indemnified on demand against any Losses suffered or incurred by GoCardless and its Affiliates as a result of or in connection with any failure by you to obtain all consents and authorisations from End Users, including any failure by you to revoke an End User consent or authorisation in accordance with an End User's instructions and notify GoCardless of the revocation, or to provide them with any information necessary for the lawful retrieval of Aggregated Account Information. For the avoidance of doubt, GoCardless may not claim under this

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indemnity where any Losses incurred arise directly from GoCardless' negligence, default, or mistake. GoCardless Affiliates shall have the right to enforce this indemnity directly against you.

7. DISPUTES AND COMPLAINTS

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

7.1 A good place to start is the Customer Hub for Bank Account Data which can be accessed [here](#) which has lots of useful information about GoCardless and the Service and where you may quickly find the answer to your question.

7.2 If you have explored the Customer Hub for Bank Account Data and you still have any question, concern, issue or complaint about the Service you must contact GoCardless as set out in the General Terms.

What should you do if an End User complains to you regarding the End User's use of GoCardless account information service?

7.3 If an End User complains to you regarding the account information service provided by GoCardless to the End User under the End User Terms, you must redirect the End User to GoCardless and inform the End User they must address the complaint to GoCardless via email to complaints@gocardless.com.