GoCardless

GOCARDLESS PAYMENTS

Service Terms: Bank Debit Feature

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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 Debit feature (which is a Service for the purposes of the Agreement). 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 (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. PAYMENT SCHEMES AND GOCARDLESS SERVICE PROVIDERS

Which Payment Schemes does GoCardless support for the Service?

2.1 The Payment Schemes supporting the Service 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 for the Service at any time and without notice to you.

Which GoCardless entity will be providing the Service to you?

2.2 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).

If you want to use the Service in the United States, is there anything in particular you should be aware of?

2.3 Yes. You may want to use the Service in the United States if: (a) you are based in the United States and you want to collect money using the Service from Customers based in the United States; or (b) you are not based in the United States but you want to collect money using the Service from Customers based in the United States. If you are using the Service in the United States in this way, the ACH Terms may apply to your use of the Service in addition to these Service Terms. In these cases, the ACH Terms will be construed as Service Terms for the purposes of the Agreement. By entering into the Agreement, you agree to be bound by the ACH Terms.

What else do you need to be aware of if you want to use the Service to collect money from a Customer who is based in a different jurisdiction to you?

2.4 If you want to use the Service to collect payments from Customers who live in a jurisdiction other than your own jurisdiction and/or in a currency which is different to the currency of the Agreement, you may be able to do so by using the FX feature, and each collection will also be subject to the provisions of the Service Terms for the FX Feature.

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

2.5 Yes. Each Payment Scheme has certain protections for Customers. In most cases, these protections are only available to Customers where an error has been made or the Payment Scheme Rules have not been properly followed. You agree that you will only direct Customers to these protections if the Customer claim is one which is contemplated and/or covered by the Payment Scheme Rules.

2.6 GoCardless may apply reasonable financial limits to the value of the Payment Orders that can be made in relation to your GoCardless Account from time to time. GoCardless will give you reasonable notice of these limits and any changes to them, as long as the notification will not compromise the security of or allow potentially fraudulent use of the Service. GoCardless will not give you notice if it is prevented from doing so due to Applicable Law.

Is it possible to customise your use of the Service?

2.7 Yes. There are a number of ways in which you can customise your use of the Service. If you want your name to appear on a Customer's bank statement (or, if you are a GoCardless Embed customer, then name or your End User), you can use the Merchant Name on Payer Bank Statements Add-On feature to do this and apply to have this included as part of your Services. If you don't have the Merchant Name on Payer Bank Statements Add-On feature included as part of your Services, GoCardless' name will appear on Customers' bank statements. If you have the Merchant Name on Payer Bank Statements Add-On feature included as part of your Services, you must pay the applicable Add-On Feature Fees and the provisions relating to this Add-On feature can be found in the Service Terms for Add-On Features.

2.8 If you want to customise your use of the Service, you can apply to have the Custom Checkout Experience and Payer Notifications Add-On feature included as part of your Services. If you don't have the Custom Checkout Experience and Payer Notifications Add-On feature included as part of your Services, GoCardless will be responsible for all Payment Pages and Payment Notifications. If you have the Custom Checkout Experience and Payer Notifications Add-On feature included as part of your Services, you must pay the applicable Add-On Feature Fees, irrespective of whether you enable and/or use all or part of the Custom Checkout Experience and Payer Notifications Add-On feature. The provisions relating to this Add-On feature can be found in the Service Terms for Add-On Features.

3. PROCESSING PAYMENTS

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) set up Payment Scheme Mandates and Payment Orders based on information provided to GoCardless; (b) ensure that payments collected by GoCardless from Customers on your behalf are transferred to the Nominated Account less any Authorised Deductions, Fees (if applicable) and any other amounts due and payable by you to GoCardless; and (c) where applicable, transfer Refunds to the Customer's bank account from the relevant GoCardless Bank Account, in each case by no later than the time periods set out in the Payment Scheme Timings Page to the extent such actions are within GoCardless' control.

When will GoCardless start providing the Service to you?

3.2 Subject to the requirements and conditions in the Agreement, including these Service Terms and, where applicable, the ACH Terms, GoCardless will provide you with, or procure the provision of, the Service.

3.3 Unless otherwise agreed by GoCardless, GoCardless will not start collecting payments and/or processing any Transactions on your behalf until you have successfully completed Verification in accordance with the General Terms.

How does GoCardless process bank debit payments from Customers to you?

3.4 In order for GoCardless to process payments, you need to set up Payment Scheme Mandates with your Customers. You can do this through the GoCardless Account. To set up Payment Scheme Mandates, and to enable GoCardless to collect payments from Customers, certain information is required. You must provide GoCardless with certain personal details for each Customer, including a name and email address.

3.5 It is your responsibility to ensure the information set out above and provided to GoCardless is accurate and up to date. You must notify GoCardless as soon as possible (and no later than any cut-off time set out on the Payment Scheme Timings Page) if you become aware that the information is incorrect or where there has been a change to any of the information previously provided.

3.6 Once a Payment Scheme Mandate has been successfully created, GoCardless shall process Customer Payment Orders under the Payment Scheme Mandate, subject to the terms of the Agreement.

3.7 Upon receipt of a Customer Payment Order, GoCardless will transmit the Payment Order to the relevant bank in accordance with Good Industry Practice.

3.8 You acknowledge and agree that if further information or investigation is required in relation to any Payment Order and/or your GoCardless Account, you will promptly upon GoCardless' written request provide all relevant information reasonably requested and/or cooperate with, and follow GoCardless' reasonable instructions in respect of, any such investigation (as applicable).

Are there any additional specific requirements you need to be aware of when creating Payment Scheme Mandates?

3.9 If you are collecting payments from Customers under a Payment Scheme that requires an agreement for the supply of bank debit services to be entered into with the Customer, you agree to enter into such agreement with Customers and to comply with your obligations under it. Where relevant, GoCardless will assist by providing this agreement to Customers (populated with your details). GoCardless will provide a copy of this agreement upon your written request.

3.10 If the Payment Scheme Mandate is a Payment Scheme Mandate which requires a Customer to take action before the initiation of the Payment Order under the Payment Scheme Mandate, you must ensure you put in place a process which enables this action to be taken and you must not request the initiation of a Payment Order under such a Payment Scheme Mandate if this action has not been taken by a Customer. You must keep a record of the action given by Customers for each Payment Order made under an applicable Payment Scheme Mandate.

What happens when funds from a Customer Payment Order have been received by GoCardless on your behalf?

3.11 Funds received by GoCardless from the Customer's bank in satisfaction of a Payment Order will be: (a) safeguarded if required by Applicable Law; (b) allocated to your relevant GoCardless Account before being paid out to you; and (c) subject to section 3.12 below, transferred to the Nominated Account in accordance with the relevant Payment Scheme Timing, as adjusted by any suspension period or delay invoked by GoCardless in accordance with the Agreement, or as otherwise agreed with you.

3.12 GoCardless will, where applicable: (a) at the point in time when the Fees become due and payable by you to GoCardless (as stipulated on the Payment Scheme Timings Page), transfer the Fees to GoCardless; (b) at the point in time when any Authorised Deductions and any other amounts which are due and payable by you to GoCardless become due and payable (as stipulated on the Payment Scheme Timings Page), transfer the Authorised Deductions and other amounts to GoCardless.

3.13 You are not due and will not be entitled to receive any interest on funds that are held by GoCardless on your behalf.

3.14 Unless otherwise explicitly agreed by GoCardless, where you instruct GoCardless to process Transactions under multiple Payment Schemes (i.e. collecting from a Payment Scheme which is not your Payout Scheme), you may be charged different Fees than you would if you were collecting from your Payout Scheme.

How and when does GoCardless pay out funds to you?

3.15 In order for GoCardless to transfer payments from the GoCardless Bank Account to the Nominated Account, you must provide GoCardless with the bank details of the Nominated Account (e.g. bank account number and sort code, IBAN etc). You will normally provide this information when you apply for a GoCardless Account.

3.16 By providing GoCardless with the Nominated Account details during the application process, or at any later date, you will be deemed to have consented to GoCardless transferring payments to that Nominated Account in accordance with the provisions of the Agreement (including these Service Terms) and the Payment Scheme Timings.

3.17 Payments from the GoCardless Bank Account to the Nominated Account will be made in accordance with the timings set out on the Payment Scheme Timings Page, as adjusted by any suspension period or delay invoked by GoCardless in accordance with the Agreement, or as otherwise agreed with you.

3.18 You are able to view a full history of payments made to your Nominated Account through the Service by logging in to your GoCardless Account.

Does GoCardless monitor your use of the Service?

3.19 Yes. GoCardless monitors the status of your GoCardless Account and your use of the Service in order to ensure, among other things, that your use of the Service does not result in a level of Chargebacks that is unacceptable to GoCardless. GoCardless may suspend pay-outs to the Nominated Account or otherwise amend the Payment Scheme Timings applicable to your pay-outs if, in GoCardless' reasonable opinion, it thinks such suspension or amendment is required, for example, as a result of excessive or anticipated excessive Chargebacks or Refunds, pending disputes, deterioration of your financial situation or credit standing, other suspected fraudulent or otherwise suspicious activity related to your GoCardless Account and/or use of the Service. GoCardless will notify you of any suspension or amendment unless to do so would be unlawful or GoCardless has grounds to suspect fraudulent or any other form of criminal use of your GoCardless Account and/or the Service.

4. CANCELLATIONS OF PAYMENT SCHEME MANDATES AND/OR PAYMENT ORDERS AND REFUNDS TO THE CUSTOMER

How do you cancel a Payment Scheme Mandate or Payment Order?

4.1 If, for any reason, you wish to cancel a Payment Order or Payment Scheme Mandate, you must notify GoCardless in accordance with the relevant Payment Scheme Timing. Notice for these purposes can be given by email to help@gocardless.com or by logging into your GoCardless Account and cancelling the Payment Order or Payment Scheme Mandate.

4.2 If GoCardless receives notice from you that a Customer's Payment Scheme Mandate or Payment Order has been cancelled by you, GoCardless may notify the Customer of this.

What happens if a Customer cancels a Payment Scheme Mandate or Payment Order?

4.3 If a Customer cancels any order or contract to which a Payment Scheme Mandate or Payment Order relates, or a Payment Scheme Mandate or Payment Order itself, directly with you, you must: (a) inform GoCardless as soon as reasonably practicable (in which case GoCardless will not process the Payment Order if Payment Scheme Timings allow); (b) take the relevant action through your GoCardless Account (for example, cancel the Payment Scheme Mandate); (c) refund directly to the Customer the sums

received by you in connection with the Payment Order; or (d) ask GoCardless to process a Refund to the Customer from your GoCardless Account.

4.4 If the Customer cancels a Payment Scheme Mandate or Payment Order in accordance with the relevant Payment Scheme Timing, GoCardless will have no obligation to pay you for the cancelled Payment Scheme Mandate or Payment Order and will have no liability to you in respect of the cancellation. If a Customer cancels its Payment Scheme Mandate or any Payment Order, you must seek payment directly from the Customer for any goods or services supplied. If you have failed to tell GoCardless that a Customer has cancelled its Payment Scheme Mandate or any Payment Order, and GoCardless attempts to process the Payment Order, GoCardless may be charged a fee by the Payment Scheme. If GoCardless is charged a fee, you acknowledge and agree that you are liable for the fee and GoCardless will pass the fee on to you and it will constitute an Authorised Deduction under this Agreement.

4.5 If a Customer revokes or otherwise cancels a Payment Scheme Mandate or Payment Order through GoCardless, GoCardless will inform you as soon as reasonably practicable of the cancellation by displaying information via the Dashboard and/or through the API.

4.6 You acknowledge that GoCardless is not able to recover or challenge any Chargeback relating to a Payment Order that has been submitted correctly. For example, if a Customer initiates a Chargeback that results in that Customer being in breach of their contract with you, GoCardless cannot challenge the Chargeback or recover the funds to which that Chargeback relates.

Can you use the Service to make Refunds to Customers?

4.7 Yes, although if you do want to be able to make Refunds to Customers, you may need to enable the Refunds feature in accordance with the General Terms. You may be charged a Fee for each Refund you request using the Refunds feature.

4.8 You acknowledge and agree that: (a) other than upon termination of the Agreement, GoCardless cannot initiate Refunds of payments made to your GoCardless Account on behalf of a Customer, and can only process them when you request them; and (b) if you enable the Refund feature related to the Service, you must not use the Refunds feature for anything other than bona fide Refunds. A bona fide Refund is one which: (i) has been requested by a Customer; (ii) relates to a specific Transaction; (iii) you have determined the Customer is entitled to; and (iv) is in an amount to which the Customer is genuinely entitled to with reference to the Transaction being refunded. You must ensure each Refund is made to the correct Customer and you must not refund an amount greater than that paid by any Customer.

Can you make Refunds to a Customer which combines a number of Transactions in one Refund?

4.9 Yes, but only if you are eligible for and have enabled the Mandate Level Refund feature. Where you use and/or have access to the Mandate Level Refund feature, you will ensure, and you warrant and represent that: (a) the Refund is to a Customer; (b) the amount refunded to that Customer (taking into account any prior Refunds and any Chargebacks) is not greater than the value of the funds collected on your behalf from that Customer in aggregate using GoCardless (including where those funds were collected by any other previous bank debit provider that you may have transitioned away from in order to use the Service, by a previous supplier to the Customer whose business has transitioned to you and/or collected from the Customer by an alternative payment method but which relates to the relevant Payment Scheme Mandate); (c) where you are refunding Transactions processed under a Payment Scheme Mandate that is cancelled at the time of initiating the Refund, you will only initiate a Refund of these Transactions to the applicable Customer on one occasion; and (d) you will retain proof of the original payments each Refund made using the Mandate Level Refund feature relates to, including where the original payments were collected by a different or previous supplier or service provider. You indemnify GoCardless for any Losses GoCardless may suffer as a result of you failing to use the Mandate Level Refund feature in accordance with this section 4.9.

Can GoCardless monitor your use of the Mandate Level Refund feature?

4.10 Yes. Where you are entitled to use the Mandate Level Refund feature, GoCardless can monitor your use of it. In particular: (a) you acknowledge that GoCardless may, at any time, conduct an audit of your use of the Mandate Level Refund feature, in order to assess compliance with section 4.9 of these Service Terms, including evidence that the refunds are genuine refunds made with respect to payments collected on your behalf by GoCardless or any other previous bank debit provider or by a different or previous supplier or service provider; (b) in order to facilitate such audit, you agree to keep all information and detailed written records necessary for GoCardless to verify your compliance with section 4.9 of these Service Terms, including evidence that the refunds are genuine refunds made with respect to payments collected on your behalf by GoCardless or any other previous bank debit provider or by a different or previous supplier or service provider, and will promptly provide the information and records to GoCardless upon request; and (c) you agree that GoCardless may, at its sole discretion, terminate or suspend your ability to use the Mandate Level Refund feature.

Can Refunds be made in a currency other than the currency of the Agreement?

4.11 Yes. Refunds can be made to a Customer in a currency other than the currency of the Agreement. Where you request a Refund to a Customer in a currency other than the currency of the Agreement the provisions of the Service Terms for the FX Feature will apply to that Refund.

5. UNAUTHORISED PAYMENT ORDERS

What happens if you think there has been an Unauthorised Payment Order on your GoCardless Account?

5.1 You must notify GoCardless without undue delay upon becoming aware of any Unauthorised Payment Order and in any event within thirteen (13) months of the execution of the relevant Unauthorised Payment Order by notifying GoCardless by email to help@gocardless.com.

5.2 Provided you have notified GoCardless in accordance with section 5.1 of these Service Terms and subject to section 5.3 of these Service Terms and any relevant provisions of the General Terms, GoCardless will repay the amount of any sums paid out pursuant to an Unauthorised Payment Order and any related interest and charges but will have no further liability to you.

5.3 You will be liable to GoCardless for any and all Losses suffered or incurred by GoCardless as a result of any Unauthorised Payment Order in circumstances where: (a) GoCardless reasonably suspects there has been fraud by you; or (b) you have, with intent or negligence, failed to comply with any obligation under the Agreement, including the provisions of the General Terms relating to the security of the Account Details which has, in turn, caused the Unauthorised Payment Order to occur.

5.4 You will have no liability to GoCardless in relation to any Unauthorised Payment Order where: (a) the execution of an Unauthorised Payment Order occurs after you have notified GoCardless that your Account Details have been lost, stolen or misappropriated; or (b) GoCardless has failed to provide you with the means to notify it of the loss, theft or misappropriation of the Account Details (except where that failure arises wholly or mainly due to factors outside GoCardless' reasonable control or its compliance with Applicable Law).

6. INCORRECTLY EXECUTED PAYMENT ORDERS

What happens if you think there has been an Incorrectly Executed Payment Order on your GoCardless Account?

6.1 You must notify GoCardless as soon as reasonably practicable upon becoming aware of any Incorrectly Executed Payment Order and in any event within thirteen (13) months of the execution of the relevant Incorrectly Executed Payment Order by notifying GoCardless by email to help@gocardless.com.

6.2 If you inform GoCardless there has been an Incorrectly Executed Payment Order, GoCardless will make reasonable efforts to trace the relevant funds and notify you of the outcome.

6.3 GoCardless will be liable to you in respect of any Incorrectly Executed Payment Order which results from GoCardless' failure to comply with its obligations under this Agreement in which case GoCardless will without undue delay: (a) refund the amount of the Incorrectly Executed Payment Order and restore the relevant account to the state it would have been in had the Incorrectly Executed Payment Order not taken place; or (b) if the Incorrectly Executed Payment Order has not been executed at all, correctly execute the Payment Order.

6.4 In each case above, GoCardless will not be liable for the correct execution of a Payment Order if it can prove that the payment service provider of the intended recipient has received the funds in accordance with the Payment Order.

6.5 GoCardless will not be liable for any Incorrectly Executed Payment Order if the failure giving rise to the Incorrectly Executed Payment Order was due to abnormal and unforeseeable circumstances beyond GoCardless' control, the consequences of which would have been unavoidable despite all efforts to the contrary, or if the Incorrectly Executed Payment Order arose because of GoCardless having to comply with Applicable Law.

6.6 You will be liable to GoCardless for any and all Losses suffered or incurred by GoCardless as a result of any Incorrectly Executed Payment Order where you have, with intent or negligence, failed to comply with any obligation under the Agreement which has, in turn, caused the Incorrectly Executed Payment Order to occur.

6.7 You are solely responsible for reconciling your Transactions and Payment Orders with your accounts and actual bank transactions.

7. TERMINATION OF THE SERVICE

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

7.1 Where the Agreement is ended, GoCardless will use commercially reasonable endeavours to assist you in promptly moving to another bank debit supplier. This assistance shall include the following actions (where to do so would not be a breach of Applicable Law or applicable Payment Scheme Rules): (a) entering into a bulk change deed, or similar document required by the relevant Payment Scheme in order to facilitate a bulk transfer to another bank debit supplier; and (b) once GoCardless has received confirmation from its sponsor bank that the bulk change transfer has been approved, providing you with a machine-readable list of each of your Customers and their Payment Scheme Mandate details via a secure transfer mechanism.

7.2 If the Agreement ends for any reason, in addition to the consequences set out in the General Terms: (a) if GoCardless is unable or unwilling to make payments to you as a result of concerns relating to fraud, an Insolvency Event, anti-money laundering or other regulatory or legal requirements, GoCardless may reverse or cancel or advise your Customers to reverse or cancel any Transactions; (b) GoCardless may suspend pay-outs to your Nominated Account(s) if in GoCardless' reasonable opinion suspension is required; (c) you will not be able to initiate any further Transactions and, at GoCardless' sole discretion, may be unable to access the Service and your GoCardless Account.

7.3 GoCardless reserves the right to stop providing Same Day Settlement to you with no prior notice in the event that your financial situation changes or you are no longer able to comply with GoCardless' Verification and Monitoring checks. For the avoidance of doubt, you will not be charged any future Transaction fees for Same Day Settlement if GoCardless stops providing Same Day Settlement for the reasons outlined in this section 7.3.

8. INDEMNITY

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

8.1 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: (a) as a result of or in connection

with any failure by you to obtain all consents and authorisations from Customers, or to provide them with any information necessary for the lawful processing of Payment Orders, including in relation to any Payment Pages and/or Payment Notifications obligations; and (b) as a result of or in connection with any failure by you to follow and comply with the guidance provided by GoCardless (which can be found on the Customer Hub here and here) when collecting payments from Customers domiciled in the United States and/or Canada. For the avoidance of doubt, GoCardless may not claim under this 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.

9. SAME DAY SETTLEMENT FEATURE

Are you eligible to apply to use the Same Day Settlement feature?

9.1 The Same Day Settlement feature is only available to a limited number of users and will always be subject to an eligibility assessment. Whether or not GoCardless allows the use of the Same Day Settlement feature is in its sole and absolute discretion. If you wish to find out whether the Same Day Settlement feature is available to you, you can email GoCardless at help@gocardless.com

If you are permitted to use the Same Day Settlement feature, do any specific terms and conditions apply to this?

9.2 Yes. A number of specific terms and conditions apply to your use of the Same Day Settlement feature. The use of the Same Day Settlement feature entitles you to payment of funds from the GoCardless Bank Account to the Nominated Account on the same day the funds are received by GoCardless. The timings applicable to the Same Day Settlement feature are as set out on the Payment Scheme Timings page, as adjusted by any suspension period or delay invoked by GoCardless in accordance with this Agreement, or as otherwise agreed with you.

9.3 GoCardless reserves the right to modify or terminate your use of the Same Day Settlement feature, or to limit or deny access to the Same Day Settlement feature at any time, in our sole discretion, for any reason, with or without notice and without liability to you.

9.4 If GoCardless modifies, limits or terminates your use of the Same Day Settlement feature for any reason, but you are still eligible to use the Bank Debit feature, GoCardless will continue to collect and pay out funds to you in accordance with these Service Terms for the Bank Debit feature and the standard Payment Scheme Timings for the relevant Payment Scheme. GoCardless will adjust your Fees payable for use of the Services accordingly.

9.5 If you decide you no longer want to use the Same Day Settlement feature and wish to revert to using the Bank Debit feature with the standard Payment Scheme Timings for the relevant Payment Scheme applying, you must provide GoCardless with thirty (30) days' written notice of this and, if required to do so and if applicable, enter into a new Order Form with GoCardless.

9.6 You acknowledge and agree that you will be liable for any amount and costs related to any Failures. Accordingly, GoCardless may deduct any amount and costs related to Failures as Authorised Deductions (including in respect of any applicable Fees) before any future pay-outs to your Nominated Account.

10. DISPUTES AND COMPLAINTS

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

10.1 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.

10.2 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.