

GoCardless Connected Merchant Agreement

This Agreement was updated on 14 November 2023. If you signed up on or after 14 November 2023, you will be bound by this version of the Agreement. If you signed up before 14 November 2023, you will be bound by this version of the Agreement from 21 November 2023 onwards.

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 for Connected Merchant Accounts

GoCardless Limited ('GoCardless') enables you (the company or other legal entity you entered on the signup page, and that has entered into the [Payment Services Agreement](#) - 'you', also referred to as the 'Merchant') to use Pre-built Integrations with GoCardless, such that these third parties, or 'Integration Partners' can help you administer payments and your GoCardless Account. To do this, you give them certain access to your GoCardless Account and Merchant Data.

This Agreement details the relationship between you and GoCardless in relation to Pre-built Integrations and Integration Partners. In addition, any Integration Partner whose Pre-built Integration you use should provide you with a legally binding contract containing certain information we require them to provide to you under the GoCardless Integration Partner Agreement.

Integration Partners may also provide other goods or services to you. Any contracts for the supply of goods and services to you by an Integration Partner are not affected by this Contract. If there is any issue with the Pre-built Integration or other goods or services provided to you by an Integration Partner, you should speak to the Integration Partner directly - we're not involved in the actual supply of any such goods and services to you, and disputes about these should be resolved directly between you and the Integration Partner. 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	5
Connected Merchant Accounts	6
Liability	9
Terminations	11
Law & Venue	13
Boiler Plate	14



Parties and Basic Commitments

We enable you to use GoCardless with third party systems ('Integration Partner System'). You can do this by creating a GoCardless and "Account connecting" this account to that third party system, via an integration created by the third party ('Pre-built Integration').

We'll let you use these services, 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 [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 documents.

We are not responsible for any Pre-built Integration with GoCardless, including any support, maintenance, errors or availability.

1. GoCardless Ltd (referred to as '**GoCardless**', '**we**' or '**us**') provides a service that enables you, the **Merchant**, to set up and receive secure direct debit payments from Customers via your **Merchant Account** and other related features. We do not provide a service that enables you to accept payment for non-commercial purposes.
2. The GoCardless Integration Partner Platform enables you to use certain Pre-built Integrations developed by Integration Partners, to allow you to use GoCardless' payment collection services through an **Integration Partner System**, enabling you to collect payments from Customers, through that Integration Partner System.
3. This Agreement sets out the terms and conditions of the agreement between you and GoCardless for your access to and use of the GoCardless Integration Partner Platform and Pre-built Integrations provided by Integration Partners.
4. Once you connect your Merchant Account to the Integration Partner System, via a **Pre-built Integration**, your Merchant Account will become a **Connected Merchant Account**, in relation to that Integration Partner, and you will be a **Connected Merchant**.
5. In order to make use of the GoCardless Integration Partner Platform and Pre-built Integrations, you must have a GoCardless Account as described in the Online Payment Services Agreement, and so agree to the terms and conditions of that [GoCardless Payment Services Agreement](#), in addition to the terms and conditions of this Agreement, and must fulfil all your commitments under that agreement, including verifying your GoCardless Account.
6. If there is a conflict between this Agreement and the [website terms of use](#), or the [Online Payment Services Agreement](#), solely in relation to your use of the GoCardless Integration Partner Platform as a Connected Merchant, this Agreement will prevail.
7. You acknowledge and agree that:
 - a. you shall provide reasonable and accurate information and assistance to GoCardless in relation



to your use of GoCardless and any Integration Partner Platform;

- b. GoCardless is not responsible and has no liability for the provision or maintenance or functionality of any Pre-built Integration or Integration Partner System, including, without limitation of the availability, support, functionality, security or data protection compliance of such Pre-built Integration or Integration Partner System, and the Integration Partner will remain directly liable to you in relation to this to the extent set out in the contract between you and the Integration Partner. You use such services at your own risk and are responsible for all Transactions initiated or otherwise affected by an Integration Partner;;
- c. GoCardless may terminate, suspend or apply certain limits to your use of the GoCardless Integration Partner Platform, as further set out in this Agreement; and
- d. If you use the services via an Integration Partner, you acknowledge and agree that you will only be able to use each service once the Integration Partner has updated its integration to facilitate the use of the service. Any availability of products or features of a Product Bundle as set out in the Product Description Document are limited to those available through that Integration Partner. GoCardless will not be responsible if any product or feature is not available at any time via the Integration Partner.



The GoCardless Integration Partner Platform

To enable an Integration Partner to provide you with access to a Pre-built Integration, you will need to provide certain information to that Integration Partner and GoCardless, and acknowledge that we may all share that information between ourselves.

You also need to give the Integration Partner permission to manage your GoCardless Account on your behalf, to initiate payments and refunds etc. and generally do what they need to do to enable the Pre-built Integration to work. We'll treat any instruction from the Integration Partner in relation to your GoCardless Account as if you had initiated it yourself.

Also a reminder to not use GoCardless for anything we tell you not to! This is very important, so please check the list at gocardless.com/legal/restrictions/.

8. When using a Pre-built Integration, you acknowledge that:
 - a. you may provide or disclose, and/or GoCardless may provide and disclose data, including Merchant Data, to the Integration Partner, and that the Integration Partner may provide or disclose data, including Merchant Data, to GoCardless; and
 - b. In relation to any such transfer, you are the data controller of the personal data, from the point of instruction of the transfer onwards.
9. You are also providing the Integration Partner with explicit authority to perform certain tasks and initiate **Authorised Activity** in relation to your Connected Merchant Account and that Merchant Data, and acknowledge that GoCardless will treat all such Authorised Activity as if it had been initiated by you, unless otherwise stated.
10. You must take all reasonable steps to ensure that your Connected Merchant Account is not used for any Restricted Activity, or in breach of this Agreement or the Online Payment Services Agreement.

Connected Merchant Accounts

The provider of any Pre-built Integration should provide certain information (including how they will use your data, what activity they can conduct on your behalf, and any fees), and enter into an agreement with you, before you use that Pre-built Integration.

Any activity initiated by an Integration Partner will be treated by us as if you had initiated it.

11. You must ensure that each Integration Partner provides you with a legally binding contract setting out certain information, including:
 - c. the details of the Integration Partner System;
 - d. how the Integration Partner will make use of and protect your Connected Merchant Account and Merchant Data;
 - e. details of the Authorised Activity the Integration Partner will carry out, including obtaining express permission to carry out such Authorised Activity; and
 - f. details of any fees that you might be charged, including in relation to the Integration Partner Platform and the Pre-built Integration (including, but not limited to, **Integration Fees**), how and when these will be charged, and how and when you must pay.
12. You will be responsible for all acts and omissions in relation to any activity connected with use of your GoCardless Account login details and other credentials (including by any third party such as an Integration Partner), as further detailed in the GoCardless Online Payment Services Agreement.

Integration Fees and Integration Partner Custom Fees

We allow Integration Partners to charge you what we call 'Integration Fees' - this is a fee per transaction, that goes to the Integration Partner (not GoCardless).

The Integration Partner should tell you about any Integration Fees they will charge you, in addition to any other fees they might charge you for their goods or services.

GoCardless will still charge you the usual Fees as set out in your Online Payment Services Agreement with us

13. The GoCardless Integration Partner Platform allows an Integration Partner to collect **Integration Fees** in relation to each Transaction initiated through the Pre-built Integration.
14. An Integration Partner should communicate any fees payable for use of the Integration Partner System and the Pre-built Integration, including any Integration Partner Custom Fees and Integration Fees (and any amendments to such fees), directly to you.
15. In addition to Integration Fees, the Integration Partner may charge you additional fees for goods or services that they provide to you; GoCardless is in no way associated with or liable for these fees, good or services.
16. Finally, for the avoidance of doubt, we will charge you the Fees set out in the Online Payment Services Agreement, as we normally would. As set out in the Online Payment Services Agreement, you will be invoiced for any applicable Integration Partner Custom Monthly Fees and agree to pay such fees via direct debit. You agree to set up a direct debit mandate for the payment of such fees no less than 14 days after becoming a Connected Merchant in relation to a Pre-built Integration. Where you fail to set up a direct debit mandate within this timeframe, GoCardless reserves the right to disconnect your GoCardless Account from that Pre-built Integration and may also suspend your GoCardless Account with immediate effect.
17. You acknowledge that where you have connected your GoCardless Account to more than one Pre-built Integration, you will be charged one Integration Partner Custom Monthly Fee – this will be the highest of all of the Integration Partner Custom Monthly Fees associated with each Pre-built Integration you have connected to your GoCardless Account. This will be the case, notwithstanding that the highest Integration Partner Custom Monthly Fee may relate to a Pre-built Integration via which the least number of Transactions were initiated in the applicable month.
18. Notwithstanding anything to the contrary in the Online Payment Services Agreement, Integration Partner Custom Fees may be amended at any time upon notice to you by either GoCardless or the applicable Integration Partner. In such cases, any amendments to the



Integration Partner Custom Monthly Fee will be invoiced in the month following the month in which the amendment was made. Amendments to Integration Partner-related Transaction Fees will take place immediately upon notification to you. By continuing to remain a Connected Merchant in relation to the Pre-built Integration to which the fee amendment relates, you will be deemed to have accepted such amended Integration Partner Custom Fees.



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 amount set out in our Online Payment Services Agreement with you.

There are certain things we can't limit liability for according to law, and so we don't limit liability for those things!

In particular, we're not responsible for any third party goods or services, including any Pre-built Integration or Integration Partner System.

You agree to indemnify us if things go wrong – for example you fall out with the Pre-built Integration provider and we get stuck in the middle, or in a similar situation with one of your Customers

19. 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.
20. We are not responsible for, and shall in no way be liable for:
 - a. any goods or services provided or not provided when promised by an Integration Partner, including but not limited to the Pre-built Integration or Integration Partner System;
 - b. your, your agent's or employees' compliance with laws, regulations and the Payment Scheme rules; and
 - c. any acts and/or omissions in relation to (a) and (b), above.
21. 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 an Integration Partner, or any similar dispute between GoCardless and an Integration Partner relating to your use of the GoCardless Integration Partner Platform. This includes disputes in relation to any activity conducted by you or an Integration Partner, including Authorised Activity and any use or treatment of Merchant Data;
 - b. any dispute between you and a Customer; and
 - c. any other breach of this Agreement, law, regulation or the Payment Scheme rules.
22. Subject to clause **23**, 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 total amount set out in the Online Payment Services Agreement.

23. 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.
-



Terminations

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 notice and immediately stop using any Pre-built Integration or anything else that relies on the GoCardless Integration Partner Platform. We must give you two months' notice to terminate for any reason. 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 a Customer's use, facilitated by you) of our service might pose a high risk to us. If your Online Payment Services Agreement is terminated, this Agreement will terminate immediately and automatically (as you need a GoCardless Account to use this Agreement!) You will be deemed to have accepted the terms of this Agreement as soon as you start using the GoCardless Integration Partner Platform in relation to a Pre-built Integration.

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 a Customer's use, facilitated by you) of our service might pose a high risk to us. If your Online Payment Services Agreement is terminated, this Agreement will terminate

24. You will be deemed to have accepted the terms of this Agreement as soon as you start using the GoCardless Integration Partner Platform in relation to a Pre-built Integration.
25. You may terminate this Agreement by providing notice to GoCardless and immediately ending your use of the GoCardless Integration Partner Platform and any Pre-built Integrations.
26. GoCardless may terminate this Agreement:
 - a. on two months' written notice to you;
 - b. **with immediate effect** if you suffer an Insolvency Event;
 - c. **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, or we are unable to successfully verify your GoCardless Account);
 - d. **with immediate effect** if we determine, in our absolute and sole discretion, that you have connected your GoCardless Account to a Pre-built Integration with no intention of initiating bona fide Transactions through such Pre-built Integration, but for some other purpose, for example to take advantage of certain fees;
 - e. **with immediate effect**, and automatically if our Online Payment Services Agreement (or other agreement for the provision of the GoCardless Service) with you is terminated; and
 - f. **with immediate effect**, if you have undertaken or facilitated a Restricted Activity or GoCardless has reasonable grounds to suspect Restricted Activities have taken place.



immediately and automatically (as you need a GoCardless Account to use this Agreement!)



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

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

27. 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.

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



Boiler Plate

There's some standard legal bits and pieces that are included in most agreements.

29. **MAINTENANCE.** GoCardless will use reasonable commercial endeavors to undertake maintenance of the services so as not to cause disruption to the Services. You may sign up for notifications of both scheduled maintenance and emergency maintenance via the online reporting tool made available by GoCardless at <http://www.gocardless-status.com/> or its replacement.
30. **FORCE MAJEURE.** 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, except that nothing in this section will affect or excuse your obligation to pay fees or to make any other payment under this Agreement or the Payment Services Agreement.
31. **ASSIGNMENT.** GoCardless may assign all or any of its rights under this Agreement or subcontract all or any of its obligations under it to a third party. You may not do these things without GoCardless' written consent, and you may not grant any security over this Agreement. Should GoCardless agree to any assignment of this Agreement by you, any assignee must satisfy verification and must provide reasonable information and assistance to GoCardless in order to set up the GoCardless Account, including the account information (as defined in the Online Payment Services Agreement).
32. **GETTING IN TOUCH.** 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. All notices to GoCardless must be sent via email to legalnotices@gocardless.com.
33. You acknowledge and agree that GoCardless will send all notices in connection with this Agreement to the email address of the primary administrator, as designated by you in your GoCardless Account. GoCardless may also provide you with communications, disclosures or notices relating to the Services and this Agreement using the GoCardless Site, via your GoCardless Account or via 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 GoCardless.
34. Any notice or other communication shall be deemed to have been duly received the next Business Day following the notice being communicated.



35. **LANGUAGE.** The Parties agree that this Agreement and any related documents and/or correspondence be written in English. GoCardless may translate all or part of the Agreement into another language, but in such circumstances the English version of any such translated document shall prevail.
36. **WAIVER.** 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. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.
37. **WAIVER OF CLAIMS.** If you do not notify GoCardless of a claim for damages arising out of or related to this Agreement within one (1) year of the damage having arisen, such claim shall be waived and be invalidated.
38. **SEVERANCE.** 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.
39. **NO PARTNERSHIP.** 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 with the other Party, unless permitted to do so under this Agreement or where such a relationship is governed by a separate agreement.
40. **THIRD PARTY RIGHTS.** Other than as expressly set out in this Agreement, 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.



41. **CHANGES OF CIRCUMSTANCES.** You must give GoCardless at least thirty (30) days' notice of any: (a) changes to the details provided to GoCardless when applying for a GoCardless Account and as part of Verification; and (b) proposed change of business, product or service type, trade name or other significant change in business practices or solvency. If you fail to provide GoCardless with notice within these timescales, GoCardless will be entitled to take any action it deems necessary, which may include suspending your GoCardless Account and/or your use of the services, or terminating this Agreement, both with immediate effect.
42. You must tell GoCardless immediately of any Insolvency Event and include GoCardless as a creditor in relation to any insolvency proceedings.
43. If you undergo a change of Control, you must use reasonable efforts to notify GoCardless before that change of control and, in any event, you must notify GoCardless immediately following of the change of Control and provide the details of the new party with Control. 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) if, following the change of Control, you are not able to meet GoCardless' anti-money laundering or other legal or regulatory requirements, GoCardless may immediately terminate this Agreement.
44. **CHANGES TO THE AGREEMENT.** GoCardless may change or add to the terms of this Agreement and may change, remove, or insert conditions on the use of any service or part of a service at any time on giving notice to you. If required to do so by Applicable Law, GoCardless will give you two (2) months notice of any such changes. Otherwise, GoCardless may change or add to the terms of this Agreement immediately on notice to you (where such notice is required by Applicable Law).
45. Notice may be given on the GoCardless Site or any other website GoCardless owns or maintains and through which the Services are provided.
46. By continuing to use the GoCardless Account, API and/or any Service, and unless you notify GoCardless otherwise before the date of the proposed change, you will be deemed to have accepted any such changes. If you object to any change, you may terminate the Agreement immediately and without penalty before the date the relevant change is implemented.





Definitions

What follows are the definitions used in the above terms and conditions – you can easily identify defined terms used in this Agreement, as they're capitalised when used. Definitions in each of the Online Payment Services Agreement and the GoCardless Integration Partner Agreement that have been used in this Agreement shall apply to this Agreement as if they were set out here:

Integration Partner Custom Fees means the Integration Partner-related Transaction Fees and the Integration Partner Customer Monthly Fee, as agreed to between GoCardless and the Integration Partner.

Integration Partner Custom Monthly Fee means the monthly fee, as agreed to between GoCardless and the Integration Partner, to be charged to the Merchant in relation to a Payment Scheme, for provision by GoCardless to the Merchant of the GoCardless Service, if that monthly fee is the highest of all such relevant fees for the Merchant.

Merchant Data means any of the Transactions, revenue generated by GoCardless from the Connected Merchants, or other details belonging or related to a Connected Merchant Account, including information about the Connected Merchant Account itself.

