

Electronic Signature Terms - Merchant

Scope of Consent

These terms ("Terms") apply to all notices, disclosures, statements, and other communications that GoCardless, Ltd. or its affiliates ("GoCardless") provide to you regarding GoCardless products and services ("GoCardless Services"). These Terms also apply to agreements governing your use of the GoCardless Services, and communications under them. All these communications and agreements are collectively referred to as "Communications."

By opening an account or executing an agreement to use the GoCardless Services, you agree to these Terms and confirm your consent to (a) receive Communications electronically; and (b) the use of electronic signatures. If you choose not to consent to these Terms or if you withdraw your consent, you may be unable to use the GoCardless Services.

Communications

Examples of Communications include:

- any disclosure statement governing your use of the GoCardless Services;
- any disclosure or notice required by applicable law, regulation, or payment scheme rules;
- letters, notices and alerts regarding the GoCardless Services and any changes to the GoCardless Services;
- communications in connection with your feedback on the GoCardless Services; and
- other disclosures, notices and communications in connection with:
 - your agreement with GoCardless;
 - your GoCardless Account;
 - GoCardless Account service, upkeep and maintenance;
 - changes to your customers' ACH Debit Authorizations; or
 - servicing and collection of funds.

These Terms apply to all Communications that GoCardless provides to you on its behalf or on behalf of its service providers, partner banking institutions and their affiliates.

Ways we Communicate

Unless required differently by Law, or GoCardless otherwise agrees, GoCardless may provide Communications to you by:

- notifying you through your GoCardless Account;
- notifying you through the GoCardless website;
- sending a text message to the mobile phone number listed in the applicable GoCardless Account;
- sending an email to the email address listed in the applicable GoCardless Account;
- using online tools; or
- delivering them in another electronic format.

Electronic Signatures

GoCardless will execute Communications electronically. If GoCardless requests, you will execute Communications electronically. You also agree that Communications you or GoCardless sign electronically will have the same legal effect as a signed physical document.

Hardware and Software Requirements

In order to access, view, sign and retain electronic Communications that GoCardless provides to you, you must have:

- an up-to-date device (e.g. computer, tablet, or mobile phone) which has internet access;
- a current, compatible web browser;
- a valid email account;
- an operating system on your device capable of receiving, accessing and displaying Communications in electronic form via text-formatted email or gaining access to the GoCardless Website using a supported browser, including any necessary software (e.g. Adobe to read PDF documents); and
- if you wish to store or print any Communications, a device capable of storing and printing Communications.

If you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add relevant GoCardless email accounts to your email address book.

How to Withdraw Your Consent

You may withdraw your consent to receive electronic Communications, or to electronic signatures, under these Terms by contacting GoCardless [online](#) or by phone (+1 (628) 241-0044). Your withdrawal of consent will be effective after GoCardless has had a reasonable period of time to process your withdrawal. If you withdraw your consent to electronic Communications, or to electronic signatures, we reserve the right to discontinue your ability to use the GoCardless Services.

Asking for Paper

GoCardless does not provide paper copies of any electronic Communications.

Updating Your Contact Information

You need to keep your contact information, including your primary email address, up to date. You can update your primary email address and other contact information by logging into your GoCardless Account.

U.S. Federal Law

If you are located in the U.S., you acknowledge and agree that the GoCardless Services are subject to the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN Act"), and that you intend that the E-SIGN Act will apply to validate your ability to engage electronically in transactions related to the GoCardless Services.

Troubleshooting

Please reach out to us [online](#) or by phone (+1 (628) 241-0044) if you are having problems viewing or accessing any Communications.