

GoCardless

Ambassador Programme Referral Terms & Conditions

Promotion: Get £150 (or flat rate equivalent in local currency) when you refer a new merchant that signs up to GoCardless and completes six (6) payment actions within the first 3 months of sign-up (the **"Referral Fee"**).

How to Qualify

To enter the Promotion, you must be an Eligible Ambassador that sends an invitation to Eligible Merchants through the Optimise Link that you receive by email. The Eligible Merchant must sign-up to GoCardless via that Optimise Link (**"Registration Method"**) and complete six (6) Eligible Payment Actions (to become an **"Active Eligible Merchant"**). Active Eligible Merchants must complete their first Payment Action within 30 days of sign-up and all six (6) Payment Actions within their Qualification Period, subject to the terms and conditions below.

Eligible Ambassador

Eligible Ambassadors are business entities that are registered in the Applicable Region.

Applicable Region

Applicable Region means the United Kingdom, Ireland, France, Australia, New Zealand, Latvia, or North America.

Eligible Merchants

Eligible Merchants are new GoCardless customers that: (a) are registered in the Applicable Region, (b) have not processed a payment via GoCardless before, (c) are not in the same group of companies as an existing active customer of GoCardless, (d) are not, or any of its directors are not, listed as a director or ultimate beneficial owner of an existing active customer of GoCardless, (e) are not a previous customer of GoCardless, and (f) have not been in discussions or negotiations with GoCardless regarding the receipt of GoCardless services.

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Active Eligible Merchants

Active Eligible Merchants are entities that are registered in the Applicable Region that are new GoCardless customers who create a self-serve account (not custom or sales served) with GoCardless via the Registration Method during the Promotion Period. Active Eligible Merchants must not: (i) be a previous customer of GoCardless, (ii) have processed a payment via GoCardless before, (iii) be in the same group of companies as a merchant who has processed a payment via GoCardless before. To become Active Eligible Merchants, Eligible Merchants must process the first Payment Action within the 30 days of sign-up and all six (6) Eligible Payment Actions within three (3) months of sign-up.

Eligible Payment Actions

There are two actions that count as an Eligible Payment Action - (i) the Eligible Merchant creating a direct debit and/or instant bank pay ("IBP") mandate, or (ii) the Eligible Merchant collecting a direct debit and/or IBP transaction using their GoCardless Account, subject to the terms and conditions below, during the Promotion Period.

Promotion Period

Starts at 09:00 BST on the 21st July 2025 ("**Start Date**") and ends at 23:59 BST on the 20th July 2026 ("**Promotion Period**"). Please note that entries received before or after the Promotion Period will not be accepted and will be invalid.

Qualification Period

Starts on the date upon which Eligible Merchants sign up to GoCardless via the Registration Method and ends three (3) months after such date.

Validation Period

This is a 30-day period after the Active Eligible Merchant has completed all six (6) Payment Actions, during or after the Qualification Period.

The Eligible Ambassador would receive their Referral Fee 14 to 90 days after the Validation Period.

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Referral Fee

Eligible Ambassadors who meet the criteria outlined in these terms and conditions will each be entitled to have £150 credited to their Optimiset account (or flat rate equivalent in local currency).

Referral Fee payable to the Eligible Ambassador	£150 per Active Eligible Merchant (or flat rate equivalent in local currency)
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FULL TERMS & CONDITIONS

Please read the following terms and conditions before you participate in the GoCardless Ambassador Programme (“the **Promotion**”). The following Terms and Conditions will apply. If you do not agree with these Terms and Conditions you must not participate in the Promotion. We recommend you print or store a copy of these Terms and Conditions for your reference throughout the Promotion.

1. PROMOTER

1.1. The Promoter of the Promotion is GoCardless Limited registered in England and Wales under company number 07495895 and whose registered office address is SuttonYard,65 Goswell Road, London, EC1V 7EN, United Kingdom (referred to as “GoCardless”, “we”, “us”, “our”).

1.2 In order to be eligible to participate in the Promotion you must be located in the Applicable Region.

2. THE PROMOTION & ENTRY REQUIREMENTS

2.1. Participation in the Promotion is limited to business entities that are registered in the Applicable Region (“**Eligible Ambassadors**”). Eligible Ambassadors will receive a tracked link via email (the “**Optimise Link**”), and share this Optimise Link with an entity that:

- a. Is a registered entity in either the United Kingdom, Ireland, France, Australia, New Zealand, Latvia, or North America;
- b. Is a new GoCardless customer;
- c. Creates a self-serve account (not custom or sales served) using the Optimise Link shared by the Eligible Ambassador;
- d. Has not been a previous customer of GoCardless;
- e. Has not processed a payment via GoCardless; and
- f. Is not in the same group of companies as a merchant who has processed a payment via GoCardless before (“**Eligible Merchants**”).

2.2. To take part in the Ambassador Programme, Eligible Ambassadors must send their Optimise Link to Eligible Merchants who must, within the Promotion Period:

- a. Sign up to GoCardless via the unique Optimise Link;
- b. Create a self-serve GoCardless Account;
- c. Complete the GoCardless account Verification process, and be approved, pursuant to the GoCardless General Terms

and Conditions - self-serve (the “**Agreement**”);

(<https://gocardless.com/legal/merchants/>);

and

- d. Successfully complete six (6) payment actions through their GoCardless Account (to become an “**Active Eligible Merchant**”). You should note that there are two types of payment actions - (i) creating a direct debit and/or IBP mandate, or (ii) collecting a direct debit and/or IBP transaction (together, the “**Eligible Payment Actions**”). In the context of payment action (ii), if the transaction is *created* by an Eligible Merchant during the Promotion Period, but not *collected* by GoCardless until after the Promotion Period, this will not be classified as an Eligible Payment Action, and the Eligible Merchant will therefore not be deemed as an Active Eligible Merchant (“**Ambassador Programme Eligibility Criteria**”).

2.3. For the avoidance of doubt, Eligible Ambassadors must share their Optimise Link directly with the Eligible Merchant. If the Eligible Merchant receives a link from a third party and signs up to GoCardless as a result of the link received from the third party, the Ambassador Programme Eligibility Criteria will not be met.

2.4. The Promoter accepts no responsibility for entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason.

3. START AND END DATES

3.1. The promotion period commences at 09:00 BST on 21st July 2025 (“**Start Date**”) and ends at 23:59 BST on 20th July 2026 (“**Promotion Period**”).

3.2. Entries received before the start date, or after the closing date, will not be accepted and will be invalid unless otherwise decided by GoCardless acting in its sole discretion.

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4. THE REFERRAL FEE

4.1. Each Eligible Ambassador that invites an Eligible Merchant, via their Optimise Link, that meets the Ambassador Programme Eligibility Criteria will be entitled to receive the following fee from the Promoter (the "Referral Fee"):

Referral Fee payable to the Eligible Ambassador	£150 per Active Eligible Merchant (or flat rate equivalent in local currency)
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4.2. After reviewing the number of Eligible Merchants that signed up through the Eligible Ambassadors's Optimise Link and went on to meet the Ambassador Programme Eligibility Criteria (including becoming an Active Eligible Merchant) in any given month, the Referral Fee will be automatically invoiced to the Promoter via the Optimise system on or around the 12th of the following month. The Referral Fee is due and payable by the Promoter to the Eligible Ambassador 14 to 90 days after the Validation Period. This will be paid according to the Eligible Ambassador's chosen payment method, selected in the Optimise system.

4.3. Any amounts paid to Eligible Ambassador as the Referral Fee are inclusive of any applicable VAT or similar taxes.

4.4. Eligible Ambassadors are liable for any tax consequences of the receipt of the Referral Fee, and we accept no liability to Eligible Ambassadors in relation thereto.

4.5. The Referral Fee will be payable in GBP or local flat rate equivalent currency where applicable (that is; 150 GBP / 150 USD / 150 Euros / 150 AUD / 150 NZD).

5. RESTRICTIONS AND REQUIREMENTS

5.1. Access to the Internet is required in order to participate in this Promotion.

5.2. Eligible Ambassadors have no authority to enter into negotiations with, or enter into or conclude contracts with, Eligible Merchants, in relation to the supply of the Promoter's service.

5.3. In relation to the referrals of Eligible Merchants, Eligible Ambassadors agree that they will not:

- a. Pledge the Referral Fee provided by the

Promoter;

- b. Enter into any compromise with Eligible Merchants;
- c. Incur any obligation on the Promoter's behalf;
- d. Give any warranty or guarantee in respect of the Promoter's service without the Promoter's prior consent;
- e. use any promotional materials which are not supplied or approved by GoCardless;
- f. make, receive or accept any secret income, profit or other benefit in connection with this Promotion, other than as expressly set out in these terms and conditions; and
- g. do anything which would harm the reputation of the Promoter.

5.4. The Promoter reserves the right to withdraw or restrict the Promotion and these Terms and Conditions at any time without notice.

5.5. The Promoter has the final decision as to whether or not entrants meet the definition of Eligible Ambassador, Eligible Merchant and Active Eligible Merchant, and whether such Eligible Merchant has met the definition of Eligible Payment Actions.

6. FAIR USE

6.1. If the Promoter has reasonable grounds to believe that an Eligible Ambassador has engaged in any fraud or abuse of this Promotion, we may at our sole discretion take any actions we see fit in such circumstances, including but not limited to cancelling, terminating, withdrawing, modifying, restricting or suspending the Promotion or these Terms and Conditions.

6.2. If any Eligible Ambassador and/or Eligible Merchant attempts to circumvent the terms of this Promotion, including by creating multiple GoCardless accounts, such Eligible Merchant's participation in the Promotion will be suspended and their GoCardless account may be suspended or closed.

7. LIMITATION OF LIABILITY

7.1. To the fullest extent permissible by law, the Promoter will not be liable for any loss or damage whatsoever which is suffered or sustained as a result of participation in the Promotion or receipt of the Referral Fee.

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7.2. The Promoter does not recommend or guarantee the performance of any contractual or other obligations of any third parties mentioned in these Terms and Conditions. Nothing in these Terms and Conditions will limit the Promoter's liability for death or personal injury caused by its negligence or for fraud.

7.3. To the extent permitted by applicable law, the Promoter's liability under or in connection with the Promotion or these Terms and Conditions shall be limited to the retail price of the Referral Fee in question.

8. GENERAL

8.1. In the event of unforeseen circumstances beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, withdraw, modify, restrict or suspend the Promotion or these Terms and Conditions, either in whole or in part, with or without notice.

8.2. Eligible Ambassadors and Eligible Merchants in the Promotion are deemed to have read and accepted these Terms and Conditions.

8.3. These Terms and Conditions (and any contractual or non-contractual disputes arising out of or in connection with them) shall be governed by and construed in accordance with the laws of England and Wales and any disputes relating or connected to these terms and conditions shall be subject to the exclusive jurisdiction of the English Courts.

8.4. If you have any questions about how to enter or in connection with the Promotion, please email help@gocardless.com.