

## DEFINITIONS DOCUMENT - EMBED

This Definitions Document – Embed sets out the meaning of the capitalised terms which are used in the Agreement between you and GoCardless, as well as an explanation of how the provisions in the Agreement should be interpreted. This Definitions Document – Embed is incorporated by reference into and should be construed as forming part of the Agreement.

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### DEFINITIONS

In the Agreement, unless otherwise expressly stated, the following words and expressions shall have the following meanings:

**Account Details** means the passwords, email addresses and other details you use to access the Dashboard, your GoCardless Account and/or the API, including any codes generated by a mobile device or software application as part of undertaking MFA.

**Account Information** means the information required by GoCardless from time to time to verify your identity (including for anti-money laundering checks) and creditworthiness, as notified to you.

**ACH Terms** means the terms which may govern your use of the ACH Payment Scheme in the United States and which can be found [here](#).

**Add-On Feature Fee** means all and any Fees payable by you to GoCardless for your use of any Add-On feature. A description of each Add-On feature is set out in the Product Description Document for Embed.

**Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

**Agreement** means the agreement between you and GoCardless governing your use of the Services and comprising the General Terms, the Service Terms, the Product Description Document for Embed and, if applicable, any Written Amendments, any Order Form and any Signature Form, and any other incorporated documents and terms, including this Definitions Document – Embed.

**AML Procedures** means the anti-money laundering and counter-terrorist financing policies and procedures implemented by you with respect to your business and your relationship with End Users and which you adhere to on an ongoing basis in compliance with Applicable Law.

**Ancillary Fees** means all and any ancillary Fees (such as Fees for Chargebacks, Failures and Refunds) payable by you to GoCardless.

**API** means the application programming interface via which the Services may be integrated into your website, the PSP System and/or other systems.

**API Data** means any content, images, photographs, illustrations, icons, texts, video, audio, written materials, software or other content, materials or data that is transmitted to you from GoCardless via the API.

**Applicable Law** means all applicable laws, rules, regulations and other binding requirements of any Regulatory Authority.

**Authorised Deductions** means, with respect to any relevant Service: (a) any Refunds to a Customer processed by GoCardless at your request; (b) any Chargebacks and/or indemnity claims made by a Customer under a Payment

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Scheme guarantee or otherwise; and (c) any Failures.

**Authorised Users** means your employees, officers, consultants and other personnel who use your GoCardless Account on your behalf.

**Business Day** means a day other than Saturday, Sunday or a day on which banks are authorised to close in London for general banking business.

**Business Hours** means 09:00 to 17:00 on a Business Day.

**Case** means an email communication to [help@gocardless.com](mailto:help@gocardless.com) from the email address specified in the Order Form, in relation to an issue.

**CDD** means customer due diligence, being the identity verification processes and procedures you apply to your End Users before they can start using your services (including any Payment Method) and on an ongoing basis.

**Chargeback** means any claim by a Customer which results in a Transaction being reversed so that funds are transferred out of the GoCardless Bank Account in relation to that Transaction, whether by a means prescribed by a Payment Scheme or otherwise.

**Collected Amount** means the amount of funds collected by GoCardless from each Customer in the Customer Currency.

**Confidential Information** means this Agreement, GoCardless pricing information (if not in the public domain), GoCardless technical information and any other information disclosed as at the Commencement Date or during the term of the Agreement by one Party (**Discloser**) to the other (**Recipient**) related to the provision or use of any Service, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

**Content** means all text, images, and other content that GoCardless does not provide to you and that you upload, publish or use in connection with any Service.

**Control** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company, and the expression "change of Control" shall be construed accordingly.

**Credit Risk Documentation** means information relating to merchant category code distribution, financial statements including annual financial statements, and other financial information requested by GoCardless.

**Customer** means the payer from whom funds are collected on your behalf or on behalf of the End User.

**Customer Currency** means the local currency of the Customer.

**Customer Hub** means an area on the GoCardless Site which includes lots of useful information for you about GoCardless and the Services and which can be accessed [here](#).

**Dashboard** means the interactive user interface through which you can view information about and manage a GoCardless Account and your use of the Services.

**Data Controller** has the meaning given to it in the GDPR.

**Data Protection Law** means the laws, regulations or adopted codes of practice applicable to any Service relating to data protection, privacy, security or electronic communications. This may include the GDPR or an applicable local equivalent.

**Destructive Code** means any computer code: (a) intentionally designed to disrupt, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of software used as part of the GoCardless Technology or any other associated hardware, software, firmware, computer system or network; (b) that would disable the software used as part of the GoCardless Technology or impair in any way its operation based on the elapsing of a period of time, exceeding an authorised number of copies, advancement of a particular date or other numeral; (c) that would permit you and/or any End User or any subcontractor to access the software used as part of the GoCardless Technology to cause such disablement or impairment, or which contains any other similar

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harmful, malicious or hidden procedures, routines or mechanisms which would cause such software programmes to cease functioning; or (d) that would damage or corrupt data, storage media, programmes, equipment or communications, or otherwise interfere with operations.

**Direct Settlement Fees** means any Fees payable by you to GoCardless with respect to your use of all or any part of a Service where GoCardless enables you to collect payment from a Customer, but does not itself collect the funds on your behalf.

**Direct Verified Mandates** means your use of the Verified Mandates feature as a standalone feature (i.e. when the Verified Mandates feature is not used in conjunction with the GoCardless Protect+ product).

**Documentation** means, in relation to the API, GoCardless' integration and user guides and software development kit.

**Downtime** has the meaning given to that term in the table in section 3 of the SLA, in the row for the applicable element of the Service.

**Downtime Event** means an event or series of events that results in Downtime.

**Early Access Programme** means a product or functionality that GoCardless has not made generally available to users for production use, or that GoCardless otherwise makes available for the limited purpose of beta, pilot, trial or evaluation use.

**Emergency Maintenance** means an interruption by GoCardless to the availability of the API that is required to perform emergency maintenance. GoCardless will publish notification of any such Downtime at [gocardless-status.com](https://gocardless-status.com) as far in advance as is reasonably practicable.

**End User** means your client to whom you provide regulated payment services, including any Payment Method.

**Eurozone** means the countries in the European Union who have adopted the euro as their primary currency being Austria, Belgium, Croatia, Cyprus, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Portugal, Slovakia, Slovenia, and Spain.

**Excluded Reason** means any of the following: (a) any suspension or termination of access to the API in accordance with the Agreement; (b) circumstances outside the reasonable control of GoCardless, including any Force Majeure Event; (c) resulting from you or your agents, employees, contractors or vendors or anyone accessing the GoCardless Account and/or the Services through the API; (d) your actions or inactions; (e) failure or fault of any non-GoCardless equipment, software or other technology or related problems; and (f) your failure to follow the Documentation, or resulting from your use of the API in a manner for which the API was not intended.

**Failures** means any collections attempted from Customers by GoCardless on your behalf that do not result in funds being received by GoCardless from the Customer, or where funds are received by GoCardless from the Customer but the Transaction is later reversed for any reason, including by the Customer's bank or payment service provider.

**FCRA** means the Federal Fair Credit Reporting Act (15 U.S.C.A SS1681 et seq).

**Fees** means the fees set out in any Order Form signed by you and GoCardless.

**Feedback** means any feedback and suggestions to GoCardless for improvement relating to the API or the Services provided by you, any End User or a Customer.

**Force Majeure Event** means an event beyond the reasonable control of the affected Party, including strikes, lock-outs or other industrial disputes (whether involving the workforce of that Party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, pandemic, epidemic, breakdown of plant or machinery, fire, flood or storm.

**GDPR** means the General Data Protection Regulation (EU) 2016/679.

**General Terms** means the General Terms between you and GoCardless.

**GoCardless** means the GoCardless entity entering into the Agreement with you, the details of which are set out in

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the General Terms.

**GoCardless Account** means the online account or accounts provided by GoCardless to you which is accessed through the Dashboard and which enables you to administer your use of the Services, including requesting and administering Payment Scheme Mandates and Payment Orders, managing your use of each Service, and accessing information relating to your use of the Services. Where GoCardless provides you with more than one GoCardless Account, references to 'GoCardless Account' in this Agreement will be deemed to be a reference to all 'GoCardless Accounts' provided by GoCardless to you, unless expressly stated otherwise.

**GoCardless Bank Account** means a bank account held and operated by GoCardless with a reputable bank or other financial services provider, where funds are held for users of the relevant Services in a manner consistent with Applicable Law – for example, segregated from GoCardless' own funds where required.

**GoCardless IP** means the Intellectual Property Rights of GoCardless and its third party licensors and/or any of its Affiliates and their third party licensors.

**GoCardless Protect+ Verified Mandates** means your use of the Verified Mandates feature as a feature within the GoCardless Protect+ product.

**GoCardless Site** means GoCardless' website at <https://gocardless.com> or any replacement website that may be notified to you from time to time.

**GoCardless Technology** means all hardware, software, application programming interfaces (including the API), user interfaces (including the Dashboard), and other technology that GoCardless uses to provide and make available the GoCardless Account and/or the Services.

**Good Industry Practice** means, in relation to a Service, the standards and practices which a reasonably prudent and experienced supplier of similar services would reasonably be expected to adopt.

**Incorrectly Executed Payment Order** means any Payment Order made or attempted via (or requested via) your GoCardless Account using a relevant Service which has not been executed or has not been correctly executed. An Incorrectly Executed Payment Order may be a Payment Order initiated and/or processed through a Service which has not been executed or has not been correctly executed by a third party.

**Initial Term** means the period commencing on the Signature Effective Date and ending on the expiry date of the Initial Term, as set out in any Order Form.

**Insolvency Event** means where: (a) a Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; (b) a Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123(1)(e) or 123(2) of the Insolvency Act 1986 (**IA86**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1) or 123(2) of the IA86 or the equivalent legislation in any other applicable jurisdiction, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA86 or the equivalent legislation in any other applicable jurisdiction, or (being a partnership) has any partner to whom any of the foregoing apply; (c) a Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that Party with one or more other companies or the solvent reconstruction of that other party; (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that Party with one or more other companies or the solvent reconstruction of that other party; (e) that Party (being an individual) is the subject of a bankruptcy petition or order; (f) a creditor or encumbrancer of that Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over that Party (being a company); (h) a floating charge holder over the assets of that Party (being a company) has become entitled to appoint or has appointed an administrator or an

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administrative receiver; (i) a person becomes entitled to appoint a receiver over the assets of that Party or a receiver is appointed over the assets of the other Party; (j) a Party applies to court for, or obtains, a moratorium under Part A1 of the IA86 or (k) any event occurs or proceeding is taken with respect to that Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (j) above.

**Integration** means the technical connection that enables you to integrate the PSP API with the API.

**Intellectual Property Rights** means any proprietary or licensed-in patents, trademarks, service marks, domain names, names, images, logos, registered designs, utility models, design rights, moral rights, topography rights, rights in databases, copyright, software (both source and object code), incentives, trade secrets and rights of a similar or corresponding nature in any part of the world (whether or not registered or capable of registration) and all applications and rights to apply for or for the protection of any of the above.

**International Transaction Fee** means the Fees payable by you for each Transaction which is made using the FX feature.

**Issue** means a P1, P2 or P3 issue, raised by you for investigation by GoCardless, as set out in the SLA.

**Joint Marketing Activity** means marketing activities that refer to you, including: (a) written and/or video case studies; (b) joint marketing and/or social activities; (c) joint public relations activities; and (d) external or internal event activities.

**Legal Process Request** means any demand, order, request or legal instrument from any government, law enforcement or similar agency.

**Licences** means any authorisations, permissions, consents, registrations or licences of any nature given by a Regulatory Authority which are required for you to perform your business and provide your services to End Users.

**Losses** means loss, damage, liability, charge, expense, outgoing or cost (including all legal and other professional costs on a full indemnity basis) of any nature or kind.

**Mandate Level Refund Feature** means a specific type of Refund functionality which, if the feature is available as part of the Services, you may be entitled to use and/or have access to which enables you to initiate a Refund which relates to more than one Transaction at a time, via a single Payment Order. For the avoidance of doubt, the Mandate Level Refund Feature is not available to PSPs.

**Marks** means the logos and trade marks owned by you or your Affiliates, including your company logo.

**MFA** means multi-factor authentication.

**Minimum Monthly Transaction Fee** means the monthly minimum Fee payable by you to GoCardless under this Agreement, as more particularly described in the Order Form.

**Monitoring** means the application of additional checks and ongoing monitoring on you by GoCardless.

**Negative Balance** means the total negative value of your GoCardless Account attributable to Chargebacks, Refunds or other events.

**Negative Balance Process** means the process which describes how GoCardless monitors the Negative Balances on your GoCardless Account from time to time.

**Negative Balance Statement** means a statement issued to you by GoCardless, which contains a full breakdown of any Negative Balances in the GoCardless Account.

**Negative Balance Threshold** means the maximum negative balance amount set by GoCardless for the GoCardless Account.

**Negative Balance Threshold Increment** means any multiple of the Negative Balance Threshold. For example, if the Negative Balance Threshold is £10,000, the Negative Balance Thresholds could be £20,000, £30,000, and so on.

**Net Amount** means, in the context of the FX feature, the Collected Amount less any Authorised Deductions.

**Nominated Account** means the bank account in your name to which you have requested GoCardless pays sums

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held by GoCardless on your behalf.

**Order Form** means any document identified on its face as such, by which you and GoCardless agree the Services to be provided and the Fees applicable for the supply of those Services, and entered into by the Parties via the Signature Form.

**Party** means each of GoCardless and you, and Parties means both of us.

**Payment Initiation Service** means a service provided by GoCardless to the Customer where GoCardless, at the Customer's request, initiates a payment from the Customer's bank account.

**Payment Method** means a payment service you provide to your End Users which leverages the Services.

**Payment Notifications** means the notifications to be sent to a Customer prior to or following a Payment Order or the establishment of a Payment Scheme Mandate or other action, as required by the relevant Payment Scheme.

**Payment Order** means: (a) in the context of the Bank Debit feature, a request made by you via your GoCardless Account for payment to be made either, as the context admits or requires: (i) from a Customer to you; (ii) from the GoCardless Bank Account to your Nominated Account; or (iii) from you to a Customer with respect to a Refund, in each case in a specified amount and, where relevant, on a specified date; and (b) in the context of the Instant Bank Pay feature, a request made by you via your GoCardless Account for payment to be made either, as the context admits or requires: (i) from a Customer to you; (ii) from the GoCardless Bank Account to your Nominated Account; (iii) from a Customer's bank account to your Nominated Account; or (iv) from you to a Customer with respect to a Refund, in each case in a specified amount and, where relevant, on a specified date. In the case of (b)(i) and (ii), where the Service involves a Payment Initiation Service provided by GoCardless to the Customer, the Payment Order means the request made by the Customer for a payment to be made to you using the Payment Initiation Service provided by GoCardless to the Customer, enabling a payment to be made from the Customer's bank account. Any Payment Order requested by a Customer using the Payment Initiation Service would be pursuant to a request sent to the Customer for a payment to be made in this way.

**Payment Pages** means the web pages used for the collection from a Customer of the information that is required to complete a Payment Scheme Mandate or Payment Order, as the context requires.

**Payment Scheme** means, in relation to a particular Service, Payment Scheme Mandate, Payment Order or Transaction, the underlying payment system, being one of those identified in the Product Description Document for Embed.

**Payment Scheme Identifier** means a unique identifier provided by a bank, clearing system, or other authorised third party, used to identify a company or other entity receiving funds under the relevant Payment Scheme.

**Payment Scheme Mandate** means the authority provided by the Customer, including if applicable the consent to a Payment Initiation Service, which authorises you to take payment from the Customer's bank account, in accordance with the rules of the relevant Payment Scheme.

**Payment Scheme Rules** means the collective set of bylaws, rules, regulations, operating regulations, procedures and waivers issued by (or formed in relation to) a Payment Scheme, including any amendment, addition or replacement over time.

**Payment Scheme Timings** means the timings set out at the Payment Scheme Timings Page, which are applicable where no administrative error is present or occurs as a result of information provided or actions taken by you or a Customer.

**Payment Scheme Timings Page** means the webpage located at <https://gocardless.com/legal/payment-timings> as updated or replaced from time to time without notice to you.

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**Payout Amount** means the amount paid or payable to your Nominated Account in the Payout Currency.

**Payout Currency** means the currency in which pay-outs to your Nominated Account are made as agreed with you in the Agreement.

**Payout Scheme** means the Payment Scheme used to pay-out funds collected from Customers to you (which is usually the Payment Scheme based on your home jurisdiction and Payout Currency).

**Personal Data** has the meaning given to it in the GDPR.

**Planned Go-Live Date** means, if referred to in any Order Form, the Planned Go-Live Date defined in the Order Form and, if applicable, in relation to a particular Service specified in the Order Form.

**Privacy Notice** means GoCardless' Privacy Notice set out at <https://gocardless.com/legal/privacy/> as updated or replaced from time to time.

**Product Description Document for Embed** means the document which sets out a description of the Services and the provider of the Services and which can be found [here](#).

**PSP** means a payment service provider, an entity authorised and regulated by a competent authority with permission to provide regulated payment services.

**PSP API** means your application programming interface which connects to the API.

**PSP Materials** means any of your materials, hardware, equipment, software, documents and other property which is provided by you to GoCardless in relation to using the Services and enabling End Users to use a Payment Method.

**PSP System** means the system and/or software you use to access the GoCardless Account, use the Services and/or provide a Payment Method to End Users, including the PSP API.

**PSRs** means the Payment Services Regulations 2017.

**Quarterly Business Review** means a periodic meeting between you and GoCardless, as more particularly described in the General Terms.

**Reasonable Use** means your obligation not to use any Service, and to ensure that no End User uses a Payment Method, in an abusive or unduly burdensome manner as determined by GoCardless, acting reasonably. For the avoidance of doubt, a Failure rate of 10% (or greater) of the total number of Transactions that you have attempted to have processed, for a period exceeding three (3) months, will not constitute Reasonable Use.

**Recoverable Fees** means the following fees specified on the Order Form, where applicable: (a) Minimum Monthly Transaction Fees; and (b) any additional Transaction Fees and/or other Fees, as described on the applicable Order Form.

**Refund** means an action initiated by you and facilitated by Gocardless to refund the amount of a Transaction to a Customer.

**Regulatory Authority** means any person or body concerned with the creation, enforcement or supervision of, making or compliance with, Applicable Law and having jurisdiction over the Services, GoCardless or you (as applicable).

**Related Party** means: (a) a substantial shareholder of GoCardless; (b) a person or entity who is or was, in the twelve (12) months before the transaction or arrangement, a director or shadow director of GoCardless or any other company which is part of the wider GoCardless group of companies; (c) a person or entity exercising significant influence over GoCardless; (d) an associate of any of the above; (e) a spouse or civil partner, children or step-children, parent of a director of GoCardless (**Close Family**); or (f) a company, partnership and trust with which a GoCardless' director or his/her Close Family is connected.

**Related Party Transaction** means an arrangement between two or more parties that have a pre-existing business relationship or common interest.

**Relationship Manager** means an individual nominated by each of you and GoCardless to manage and administer

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the day-to-day relationship between you and GoCardless with respect to the Agreement.

**Relevant Period** means each twelve (12) month period beginning on the Signature Effective Date and each anniversary of the Signature Effective Date.

**Renewal Term** means a period of twelve (12) months.

**Response Time** means the time taken by GoCardless to acknowledge each Case, as further detailed in the SLA.

**Restricted Activities** means the restricted activities set out at <https://gocardless.com/legal/restrictions/> as updated or replaced from time to time.

**Safeguarding** means any regulatory requirement on you and/or GoCardless relating to funds held by you and/or GoCardless.

**Sandbox** means the technical environment which you can use for development and testing.

**Scheduled Downtime** means any Downtime caused by or related to maintenance or upgrade of the API, the GoCardless Technology and/or the Services. GoCardless will publish notification of any such Downtime at [gocardless-status.com](https://gocardless-status.com) as far in advance as is reasonably practicable and, in any event, three (3) days prior to the Downtime.

**Security** means an additional security provided by you to GoCardless, for example in the form of a third party guarantee or a cash collateral, which can be used by GoCardless to manage GoCardless' credit risk in relation to your use of the Services, including to provide Refunds, cover Chargebacks or reconciliation of Negative Balances or Failures.

**Service** means each service, product or feature provided by GoCardless, as described in the Product Description Document for Embed, and as governed by the relevant Service Terms and/or any other terms in place from time to time relating to any Service offered by GoCardless. A link to all Service Terms is set out at the end of the General Terms.

**Service Credit** means the percentage of Recoverable Fees in any calendar month that you may claim to have credited against your future Recoverable Fees, as identified in the table in section 3 of the SLA, should GoCardless fail to meet the relevant Service Level.

**Service Level** means, for the relevant element identified in the table in section 3 for the SLA, the Uptime Percentage identified in the column headed 'Service Level'.

**Service Terms** means the terms governing your use of a particular Service.

**Signature Effective Date** means the date on which all documents listed in any Signature Form become effective, as stated in the Signature Form.

**Signature Form** means the document entitled 'Signature Form' and referencing this Agreement and/or listing any other documents to be entered into by you and GoCardless (including any Order Form or amendments).

**SLA** means Service Level Agreement which forms part of the Agreement.

**Subscription Term** means the Initial Term for the Services, as specified in the relevant Order Form, and each subsequent Renewal Term (if any).

**Successfully Verified Mandate** means a Payment Scheme Mandate set up using a bank account the Customer has verified it has access to.

**Support Commitment** means the Response Time GoCardless will use its reasonable endeavours to achieve when responding to each Case, as further described in the SLA.

**Term** means, if referred to in any Order Form, the Initial Term and/or Renewal Term, as the use dictates.

**Total Minutes** means all minutes in the relevant calendar month, less (a) all Scheduled Downtime; and (b) any minutes for which Downtime is due to an Excluded Reason, in each case in that calendar month.

**TPSP** means third party service provider.

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**Transaction** means the submission of a Payment Order by GoCardless on your behalf requesting a payment to be made by a Customer to you.

**Transaction Fees** means all and any Fees payable by you to GoCardless for each Transaction processed by GoCardless for you.

**Unauthorised Payment Order** means any Payment Order made or attempted in relation to a payment via (or requested via) your GoCardless Account which was not authorised by you or, if applicable, the Customer.

**Uptime Percentage** means the percentage given by the following calculation:  $\frac{\text{Total Minutes} - \text{Downtime}}{\text{Total Minutes}} \times 100$

**VAT** means value added tax in the Value Added Tax Act 1994 of the United Kingdom and legislation supplemental thereto or replacing, modifying or consolidating it and including any equivalent, substitute or replacement tax on, inter alia, the supply of goods or services in the United Kingdom, or any other system of value added tax deriving from Council Directive 2006/112/EC on the common system of value added tax applied in any member state of the European Union and/or any equivalent, replacement or similar or applicable value added, turnover, consumption, goods and services sales tax, sales or purchase tax or duty levied by or in any other jurisdiction.

**Verification** means the process of GoCardless verifying your identity (and that of individuals related to the running and/or ownership of your business), your business activities, Nominated Account and credit standing to GoCardless' satisfaction.

**Verification Tool** is an account information service provided to you by GoCardless to enable you to authenticate you have access to the Nominated Account. Your use of the Verification Tool will be subject to the relevant terms of use which you accept when using the Verification Tool and which can be found on the Website.

**Written Amendment** means any written amendment to this Agreement as listed on any Signature Form executed by the Parties.

**you / your** means the entity that is registered as the owner of the GoCardless Account who receives the Services under the Agreement.

## INTERPRETATION

- Where the words 'includes', 'including' or 'in particular' are used in the Agreement, they are deemed to have the words 'without limitation' following them and where the context permits, the words 'other' or 'otherwise' are illustrative and shall not limit the sense of the words preceding them.
- Words in the singular include the plural and vice versa and words in one gender include any other gender.
- Where it states that GoCardless 'may' do something, this should be understood as meaning GoCardless is not required to do such a thing.
- Any obligation in this Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done.
- Except where expressly stated otherwise in writing signed by GoCardless and you, this Agreement will prevail over any conflicting policy or agreement for the provision or use of a GoCardless Account, the API and the Services.
- All references in this Agreement to any terms, documents, Applicable Law or Service Terms are to those items as they may be amended, supplemented or replaced from time to time. All references to APIs and documents hyperlinked in the Agreement are references to those APIs and hyperlinked documents as they may be updated or replaced.
- A reference to a Party includes its successors in title and permitted assigns.
- The section headings in this Agreement are for convenience only and have no interpretative value.
- References to clauses are to clauses of the General Terms. References to sections are to sections of the relevant Service Terms.