

GoCardless SAS

Instant Bank Pay Payer One-Off Payer Terms of Use

What are these terms and who do they apply to?

These terms (**Terms**) apply to you (**you, your**) when you use the Instant Bank Pay one-off payment initiation service (**Instant Bank Pay**) provided by GoCardless SAS (**GoCardless, we, us, our**) to make a one-off payment to a merchant we also have a relationship with (**Merchant**). The service is not provided by your bank or online banking service. Every time you use Instant Bank Pay you must agree to the Terms in force at that time, so please be sure to read them carefully each time. If you do not agree to these Terms, you cannot use Instant Bank Pay.

Your purchase of goods, services and/or digital content is subject to the Merchant's Terms and Conditions and we are not responsible for the Merchant's acts or omissions. Please ensure you have read and accepted the Merchant's Terms and Conditions before using Instant Bank Pay.

There are different circumstances in which a Merchant may ask that you make a payment using Instant Bank Pay. The request could be made: (i) in conjunction with you setting up a direct debit mandate for the benefit of the Merchant when the Merchant is asking you to make an upfront payment using Instant Bank Pay; (ii) in a situation where you have a direct debit mandate in place with the Merchant but the Merchant is asking you to make a one-off payment using Instant Bank Pay outside the usual direct debit payment cycles; and (iii) where there is no direct debit mandate in place with the Merchant but the Merchant is asking you to make a one-off payment using Instant Bank Pay.

What is Instant Bank Pay?

Instant Bank Pay is a payment initiation service which is a service where we initiate a payment from your bank account on your behalf. It enables you to pay a Merchant directly from your bank account via a GoCardless held bank account rather than using your debit or credit card details through a third party. You must give us your explicit consent before we can provide Instant Bank Pay to you, because once you have initiated the payment you cannot revoke it.

Do you need to satisfy any particular conditions to use Instant Bank Pay?

To use Instant Bank Pay, you need to: (i) be at least 18 years old; (ii) have the capacity to enter into legally binding agreements; and (iii) be able to transfer or otherwise dispose of sums available in the bank account you use in relation to Instant Bank Pay. You hereby confirm that these conditions are fully satisfied.

Will you be charged for Instant Bank Pay?

GoCardless will not charge you any fee for using Instant Bank Pay to make a payment to a Merchant.

Who is providing Instant Bank Pay to you?

GoCardless is providing Instant Bank Pay to you. The address of our head office is:

GoCardless SAS
7 rue de Madrid
Paris 75008
France

GoCardless is authorised as a payment institution and regulated by the Autorité de Contrôle Prudentiel et de Résolution for the provision of payment services (Interbank Code: 17118) in France and is supervised by the Central Bank of Ireland for conduct of business rules.

In using Instant Bank Pay, you understand and agree that: (i) we are providing it to you only and you should not share your access to Instant Bank Pay with anyone else; (ii) you must not use Instant Bank

Pay for any fraudulent, unlawful or abusive purpose; and (iii) you must only use Instant Bank Pay in relation to your own payment accounts using your own security details for those accounts.

In providing Instant Bank Pay, we will do so with reasonable care and skill, although we do not make any particular commitments or promises to you about Instant Bank Pay, including its reliability or availability or that it will be suitable for your needs. Notwithstanding this, your statutory rights remain unaffected.

How does Instant Bank Pay work and how will GoCardless access my bank account?

Once you have given us your explicit consent to do so, we will instruct your bank to make a payment for the benefit of a Merchant from your selected bank and payment account.

You may enter the Instant Bank Pay journey by selecting the option in the Merchant's checkout page, following a link sent to you by the Merchant or by scanning a QR code shared with you by the Merchant. If you select the Instant Bank Pay option, follow the link sent to you by the Merchant or scan the QR code shared with you by the Merchant, you will be directed to a page to select your bank and the payment account you want to make the payment from.

By selecting your bank and payment account you want to make the payment from, you are consenting to use Instant Bank Pay and instruct GoCardless to initiate a payment of the specified amount for the benefit of the Merchant and we will redirect you to your bank so you can provide them with your account login and security details (**Security Details**) and go through authentication with them. We will never ask you to share your Security Details with us, and neither GoCardless nor the Merchant will be able to see or access your Security Details at any time. Your bank will only act on the instruction to make the payment after you give them your Security Details and successfully authenticate the payment with them. Once your bank has confirmed authentication, we will instruct your bank to make the payment in accordance with your instructions and your bank will execute the payment from your payment account.

How long will it take for my payment to reach the Merchant?

Once you have initiated the payment, the payment initiation will be transmitted immediately. Once you have authorised the payment with your bank you will not be able to cancel it. Funds will usually leave your payment account within 2 hours of successful initiation, although it could be longer depending on how long your bank takes to execute the payment order. We will confirm the successful initiation of the payment order, but it is your bank (not GoCardless) who is responsible for executing it.

Can we refuse to make a payment for you using Instant Bank Pay?

Yes, we may refuse to initiate a payment for you using Instant Bank Pay if we think the conditions set out in these Terms are not satisfied, if we have concerns relating to security, due to a suspicious or unauthorised or fraudulent use of Instant Bank Pay, or if it would be unlawful to initiate the payment.

What happens if something goes wrong?

If, following use of Instant Bank Pay, you notice unauthorised or suspicious transactions on your payment account, you should immediately contact your bank, who is responsible for investigating it and, where necessary, reimbursing you.

If you suspect somebody else has access to your Security Details and is fraudulently using them to access Instant Bank Pay you must contact us immediately by email at help@gocardless.com.

Once you have consented to us initiating the payment you cannot revoke your consent and there is no way of charging back transactions made to Merchants made using Instant Bank Pay. If the funds have not left your payment account you may be able to stop the transaction by contacting your bank, but that would be for your bank (not GoCardless) to decide. As there is no chargeback mechanism for Instant Bank Pay payments, if you have an issue with a Merchant relating to the goods, services and/or digital content purchased from the Merchant using Instant Bank Pay, you must contact the Merchant directly to resolve it.

GoCardless will not be responsible for any loss you may suffer as a result of your material failure to comply with these Terms or caused by matters beyond our reasonable control (e.g. pandemic, industrial action, natural disaster etc) or any third party (e.g. your bank, your internet service provider, the Merchant etc). We are only responsible to you for foreseeable loss and damage caused by us and not for any indirect or consequential losses, although we do not exclude or limit our liability in any way if it would be unlawful to do so.

You agree you will be liable to us for any losses which we can show were sustained by us as a direct result of your breach of these Terms.

What is the law and jurisdiction governing these Terms?

These Terms are governed by French law and the French courts have non-exclusive jurisdiction over any matter, claim or dispute (whether contractual or non-contractual) arising out of or in connection with the Terms or their subject matter or formation. That means that you may enforce your rights in connection with these Terms resulting from mandatory applicable statutory consumer law provisions in France or in the EU-Member State where you have your habitual residence. If you are a consumer with a place of habitual residence in the EU, you are protected by the mandatory applicable statutory law provisions of the law of your country of habitual residence. You may be able to refer a dispute to the Médiateur de la Consommation de l'AFEPAME: contact@mediateur-consommation-afepame.fr, and/or the Irish Financial Services and Pensions Ombudsman, which you can find at <https://www.fspo.ie/>. We prefer to resolve your concerns in a direct exchange with you and therefore do not participate in consumer arbitration proceedings.

What do I do if I want to make a complaint about Instant Bank Pay?

If you wish to make a complaint about Instant Bank Pay, please contact us first using the contact details below:

Please submit complaints via email to: complaints@gocardless.com

Complaints can also be submitted in writing to:

Complaints Team
GoCardless Ltd
65 Goswell Road
London
EC1V7EN
United Kingdom

We will do our best to resolve your complaint, but if you still aren't happy with our response and you are a consumer, you have the right to refer your case by email in PDF format to the email address of the Médiateur de la Consommation de l'AFEPAME: contact@mediateur-consommation-afepame.fr, or by post to the following address:

À l'attention de Médiateur de la Consommation de l'AFEPAME
c/o WEBHELP
Zac de Gray
Impasse Clément Ader 70100
Gray
France

What are the contact details of the Autorité de Contrôle Prudentiel et de Résolution?

The ACPR's contact details are:

4 Place de Budapest
CS 92459
75436 Paris
France

Telephone number: 00 33 (0)1 49 95 40 00

What are the contact details of the Irish Financial Services and Pensions Ombudsman?

The Irish Financial Services and Pensions Ombudsman's contact details are:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Ireland

The FSPO's contact details are:

Telephone number: 00 353 (0)1 567 7000