GoCardless

GOCARDLESS PAYMENTS

Service Terms - Verified Mandates Feature

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1. THESE SERVICE TERMS AND YOUR AGREEMENT WITH GOCARDLESS

How do these Service Terms fit into the Agreement between you and GoCardless?

1.1 The General Terms explain what makes up the Agreement between you and GoCardless and state that when you use any Service provided by GoCardless, you are agreeing to the Service Terms which apply to that Service.

1.2 These Service Terms govern your use of the Verified Mandates feature (which is a Service for the purposes of the Agreement). The Service involves the provision by GoCardless of both Direct Verified Mandates and GoCardless Protect+ Verified Mandates. A description of the Service, including an explanation of the difference between Direct Verified Mandates and GoCardless Protect+ Verified Mandates, is set out in the Product Description Document (or, for GoCardless Embed customers, the Product Description Document for Embed).

1.3 The definitions and interpretation provisions contained in the Definitions Document (or, for GoCardless Embed customers, the Definitions Document - Embed) apply to these Service Terms.

1.4 These Service Terms are incorporated by reference into the Agreement and apply in addition to the General Terms and any other Service Terms which apply to the Services you are using under the Agreement. By setting up a GoCardless Account, accepting the Agreement and using the Service, you agree to be bound by these Service Terms, and consent to GoCardless providing the Service.

2. AVAILABILITY OF THE SERVICE AND INTERPLAY WITH GOCARDLESS PROTECT+

When can you use the Service?

2.1 You can only use the Service in conjunction with the Bank Debit feature.

2.2 If the Services you have applied for include Direct Verified Mandates, Direct Verified Mandates will be automatically available to you.

2.3 If the Services you have applied for include the GoCardless Protect+ product, both Direct Verified Mandates and GoCardless Protect+ Verified Mandates will be automatically available to you.

Do any additional terms apply if you use the Service for GoCardless Protect+ Verified Mandates?

2.4 Yes. The provisions of the Service Terms for the GoCardless Protect+ product will apply in addition to these Service Terms when you use the Service for GoCardless Protect+ Verified Mandates.

2.5 When you use the Service for Direct Verified Mandates only, the Service Terms for the GoCardless Protect+ product are not relevant for you.

Where is the Service available?

2.6 The Payment Schemes and jurisdictions in which the Service is available are as set out in the Product Description Document (or, for GoCardless Embed customers, the Product Description Document for

Embed). GoCardless may add and/or remove Payment Schemes and/or jurisdictions for the Service at any time and without notice to you.

3. USING THE SERVICE

Can you customise your use of the Service?

3.1 It depends on whether you are using the Service for Direct Verified Mandates or GoCardless Protect+ Verified Mandates. For Direct Verified Mandates, you can specify certain functionality of the Service in the Dashboard. For GoCardless Protect+ Verified Mandates, you will not be able to specify the Service functionality in the same way, and the functionality will be subject to the Service Terms for the GoCardless Protect+ product.

How will the Service for Direct Verified Mandates work?

3.2 For Direct Verified Mandates, once you have enabled the Service, new bank debit Payment Scheme Mandate requests you make to GoCardless will require the Customer to authenticate with their bank that they have access to the bank account they are using to set up the Payment Scheme Mandate. Whether or not a Customer is required to authenticate themselves in this way through the Service will be established in line with the verification level you specify for each bank debit Payment Scheme Mandate request. If you do not specify a verification level for the bank debit Payment Scheme Mandate request, GoCardless will apply the default verification level of 'recommended'. A description of each verification level can be found HERE.

How do you deactivate the Service for Direct Verified Mandates?

3.3 You will not be able to deactivate the Service although you can, at any time, set the verification level to 'minimum'. You acknowledge and agree that when the verification level is set to 'minimum' certain bank debit Payment Scheme Mandates may still be subject to verification using the Service or otherwise, if verification is required by a Payment Scheme.

Can the Service be used to verify bank debit Payment Scheme Mandates you have already set up with Customers?

3.4 No. The Service, specifically with respect to Direct Verified Mandates, can only be used to verify new bank debit Payment Scheme Mandates and is not intended to be used to verify Payment Scheme Mandates you already have set up with a Customer. GoCardless may put fair usage limits on your GoCardless Account if GoCardless thinks you are using the Service outside of its intended use.

What happens if the Service results in a new bank debit Payment Scheme Mandate not being successfully verified?

3.5 If the verification of a bank debit Payment Scheme Mandate using the Service is unsuccessful and a Successfully Verified Mandate is not created then the bank debit Payment Scheme Mandate will not be set up. It is your responsibility to ensure any failures are effectively managed with the Customer and GoCardless shall have no responsibility or liability for this. You acknowledge and agree that GoCardless has no obligation to set up any Payment Scheme Mandate and/or Payment Order if the verification of a bank debit Payment Scheme Mandate using the Service is unsuccessful.

If you use the Service, are you entitled to receive information about the Customer which may be received by GoCardless when it provides the Service?

3.6 No. You acknowledge and agree that the Service is not intended to give you access to information about the Customer or the Customer's bank account. Where GoCardless is able to do so, it will provide you with the name of the Customer who has created a Successfully Verified Mandate, but GoCardless is only able to

do so if the Customer's name is provided to GoCardless by the Customer's bank. GoCardless will not provide you with any other information relating to the Customer.

What should you do if a Customer complains to you regarding the Service?

3.7 If the Customer complains to you and the complaint is about the Service (rather than about something which relates to the relationship between you and the Customer), you must redirect the Customer to GoCardless and inform the Customer they must address the complaint to GoCardless via email to complaints@gocardless.com.

4. PROVISION OF THE SERVICE

How will GoCardless provide the Service to you?

4.1 In most cases, GoCardless will provide the Service itself. In some cases, GoCardless will provide the Service through a TPSP.

Is there anything particular you should be aware of when the Service is provided by a TPSP?

4.2 Where GoCardless provides the Service through a TPSP, you acknowledge and agree that: (a) GoCardless is only setting up the bank debit Payment Scheme Mandate and not verifying the Customer's bank account details; and (b) GoCardless is not able to control and is not responsible for the timings and effectiveness of the Service.

4.3 Where GoCardless relies on a TPSP to provide some or all of the Service: (a) GoCardless gives no commitments or other guarantees with respect to the timings and effectiveness of the Service and expressly disclaims all responsibility for any services provided by a TPSP including the accuracy of the assessment or results provided by the TPSP; (b) all rights, title and interest in any services provided by a TPSP are owned by the TPSP; (c) to the extent permissible by Applicable Law, GoCardless excludes liability with respect to any bank debit Payment Scheme Mandate which cannot be verified and/or is incorrectly or erroneously verified using the Service due to the act, omission or other failure of any TPSP involved in the performance of the Service on GoCardless' behalf.

Is there anything particular you should be aware of when the Service is provided by GoCardless itself?

4.4 Where GoCardless provides the Service itself, and where this involves the provision of an account information service, you acknowledge and agree that GoCardless' ability to provide the Service is dependent upon the Customer's bank performing services that it is responsible for including operating the interface which enables the Customer to authenticate themself towards the bank and operating an interface which enables GoCardless to verify the Customer's bank account details. In no circumstances will GoCardless be responsible or liable for any bank debit Payment Scheme Mandates which cannot be verified or otherwise set up as a result of any act or omission by the Customer's bank.

4.5 Although the Service is designed to help prevent fraud, GoCardless makes no warranties, representations or other commitments regarding any Successfully Verified Mandate.

4.6 You remain wholly responsible and liable for, and you indemnify GoCardless with respect to, any Losses incurred as a result of any Chargebacks, claims, refunds, Failures or any other loss arising with respect to any Successfully Verified Mandate.

5. DISPUTES AND COMPLAINTS

What should you do if you have any questions, concerns or complaints relating specifically to the Service?

5.1 A good place to start is the Customer Hub which has lots of useful information about GoCardless and the Service and where you may quickly find the answer to your question.

5.2 If you have explored the Customer Hub and you still have any question, concern, issue or complaint about the Service you must contact GoCardless as set out in the General Terms.