

GoCardless - Online Payment Services Agreement

(formerly known as GoCardless Merchant Agreement and/or Global Terms)

This Agreement was updated on 4 May 2021.

You can request that we provide you with a copy of the most recent prior version of this Agreement by emailing help@gocardless.com.

We know that terms & conditions can be difficult to read, so adjacent to each section of legal terms (the numbered paragraphs, with no background), we've set out (in a light grey box) a brief, plain-English summary of the key points for that section of the legal terms. **Note that the legal terms will always be the binding terms, and the explanation (in the light grey boxes) is there to help you understand the legal terms, but is non-binding.** Any questions, please get in touch via our usual support contact options.

If there is a conflict between this agreement and the website terms of use, this agreement will prevail.

In a nutshell, we promise to provide you with payment processing services, and you promise to be nice, pay amounts due to us and provide us with information we need. The relationship between us is also totally separate from the relationship you have with your customers to provide goods or services – we're not involved in the actual supply of any goods and services to your customer and any disputes about those should be resolved directly between you and that customer. We have no involvement in or liability for the contractual arrangements between you and your customers.

Applicability of this Agreement

GoCardless provides payment processing services across multiple payment schemes and countries. The rules and laws of each may vary from time to time, and because of this, we might have to nominate one of our affiliates or a third party (for example our French entity, GoCardless SAS) to provide certain regulated parts of the service to you. If this occurs, these terms and conditions will continue to apply in addition to our Regulated Terms, Country-Specific Terms and Product-Specific Terms.

We'll let you use GoCardless so long as you complete all our checks and provide all the information we need.

Once your account is open, you give us permission to process payments and do everything else we need to do for you.

We do not get involved in the actual supply of goods/services, or the provision of support to your customers, all of which is governed by the agreement between you and your customers. It follows that ordinarily; we cannot initiate a refund requested by one of your customers – you must log in to your GoCardless account and process these yourself. An exception to this rule is if we need to stop providing you with services. In any event, you shouldn't use the refund capability of your account for anything other than a genuine refund to your customers of amounts they've already paid to your GoCardless account.

A customer can call their bank and claim under the direct debit guarantee (or similar guarantees available outside of the UK in relation to other local payment schemes), and cancel their payment. If this happens, you'll need to contact the customer directly if you've already provided goods/services and they still owe you money.

We sometimes limit the value of payments you set up using your GoCardless account, particularly where your account behaviour is unusual.

1. GoCardless provides a service that enables the Merchant to set up and receive secure direct debit payments from Customers, over the internet, and other related features. GoCardless allows the Merchant to monitor Transactions received via the Service. GoCardless does not provide a service that enables the Merchant to accept payment for non-commercial purposes.
2. This agreement includes:
 - a. the Regulated Terms;
 - b. the Country-Specific Terms;
 - c. the Product-Specific Terms;
 - d. any Written Amendments;
 - e. This Online Payment Services Agreement;
 - f. any Order Form; and
 - g. any Signature this Form,as applicable (together the "Agreement"). This Agreement sets out the terms agreed between the Merchant and GoCardless for the supply of the Service. This Agreement is available on the GoCardless Site and the Merchant may ask for a copy of it at any time whilst it has a GoCardless Account
3. The Merchant agrees and acknowledges that although it has entered into this Agreement with GoCardless Ltd, GoCardless Ltd may nominate one of GoCardless' Affiliates or a third party to supply the Service (or any part thereof) to the Merchant including under the Regulated Terms; provided always that GoCardless Limited will remain responsible for its subcontractors in accordance with section 137.
4. Some or all of the Service are services that can only be provided by an authorised provider ("**Regulated Services**"). To the extent that the Merchant uses Regulated Services or other elements of the Service that GoCardless Ltd does not provide directly, the Merchant understands that these services will be provided by a regulated Affiliate or third party and the

applicable Regulated Terms will apply. The GoCardless Affiliate (or third party) responsible for any such provision is set out in the Country-Specific Terms. In addition, any Product-Specific Terms stated as being applicable to the Service being purchased by the Merchant will apply.

5. Subject to the terms of this Agreement, GoCardless will provide the Merchant with a GoCardless Account.
6. The Merchant acknowledges and agrees that:
 - a. where it has signed an Order Form with GoCardless, it must set up a GoCardless Account prior to the Planned Go-Live Date, as set out in that Order Form;
 - b. once the Merchant has set up its GoCardless Account, before GoCardless can transfer payments to the Merchant, the Merchant must satisfy GoCardless' know-your-customer and anti-money laundering checks and requirements ('**Verification**');
 - c. GoCardless may monitor the Merchant's presence and reputation in the press and media. Where GoCardless reasonably determines that the findings of such screening and checks are adverse, GoCardless may work with the Merchant in good faith in order to determine if such adverse media coverage is legitimate. In the event of legitimate adverse press or media coverage, GoCardless may require that the Merchant completes GoCardless' Verification process again (in which case, the Merchant acknowledges that GoCardless may suspend the supply of the Service to the Merchant until successful completion of Verification);
 - d. GoCardless may apply additional checks in relation to what GoCardless reasonably determines is a high risk Payment Order. The Merchant agrees to respond promptly to any reasonable requests for information in order to facilitate GoCardless' conducting of such checks and acknowledges that any delay in the Merchant's response may result in delays to the supply of the Service, for which GoCardless will have no liability;

- e. in the event that further information or investigation is required in relation to any Payment Order deemed to be high risk by GoCardless pursuant to section 6.d above, the Merchant will promptly upon GoCardless' written request, provide all relevant information reasonably requested and/or cooperate with, and follow GoCardless' reasonable instructions in respect of, any such investigation (as applicable);
- f. it will provide reasonable information and assistance (examples of such are set out in section 8 of this Agreement) to GoCardless in order to facilitate GoCardless' Verification process, and to set up the GoCardless Account, including the Account Information;
- g. other than upon termination of this Agreement, GoCardless cannot initiate refunds of payments made to the Merchant's GoCardless Account on behalf of a Customer, and can only process them when requested to do so by the Merchant and, if a Customer cancels its Payment Scheme Mandate or any Payment Order the Merchant must seek payment direct from the Customer for any goods or services supplied;
- h. it must not utilise any refund capability of the Service for anything other than bona fide refunds requested by or appropriate to a particular Customer in relation to a specific Transaction, and the Merchant must not refund an amount greater than that paid by any Customer;
- i. by setting up a GoCardless Account, the Merchant consents to GoCardless providing the Service and processing Payment Orders, cancellations and Chargebacks in relation to Customer payments;
- j. each Payment Scheme has certain protections for Customers. In the vast majority of cases, these protections are only available to Customers where an error has been made or the Payment Scheme rules have not been properly followed. The Merchant agrees not to direct Customers to such protections unless and only in the circumstances where claims by such

Customers are for those contemplated by the Payment Scheme rules;

- k.** GoCardless may apply reasonable limits from time to time to the value of the Payment Orders that can be made in relation to the Merchant's GoCardless Account. Where not prevented by law or regulation, or where such notification will not compromise the security of or allow potentially fraudulent use of the Service, GoCardless will provide reasonable notice to the Merchant of such limits and any changes to them; and
- l.** the Merchant may sign up as an individual (sole trader) or as a legal entity such as a limited company or limited liability partnership, in which case the Merchant warrants and represents that it has the authority to act on behalf of the relevant legal entity and that it is authorised to enter into this Agreement.

Verification of GoCardless Account

Before we can pay any funds out to you, we need to verify your business, your identity and your bank account. We'll typically ask for a range of documents and information to help us do this – for example all your company details, and key persons' personal identification documents. When we're verifying this information, we may share details with third parties such as referencing agencies.

You should be aware that if you process any payments prior to us having confirmed verification, if we cannot complete verification to our satisfaction, those payments may be cancelled or reversed.

You will also need to give us the details of the bank account you want your funds sent to, and that account must meet certain requirements.

We aren't obliged to offer any services to you, and our decision as to whether to do so is entirely ours.

7. Before GoCardless can pay out any amounts to the Merchant, the Merchant's identity (and that of individuals related to the running and/or ownership of the Merchant), business, Nominated Account(s) and credit standing, must be verified to GoCardless' satisfaction. If the Merchant initiates any Transactions prior to completion of Verification, the Merchant acknowledges that this is entirely at its own risk and that those Transactions may be cancelled or reversed if Verification cannot be completed to GoCardless' satisfaction.
8. To complete Verification, the Merchant is required to provide reasonable assistance and information, which may include, without limitation:
 - a. company registration number and address, and other company information such as information on directors or proof of incorporation;
 - b. personal details including date of birth, name and residential address, of any directors or other members of the Merchant's company;
 - c. officially issued documentation such as a driver's licence, government ID card, passport or similar or proof of address such as a utility bill;
 - d. documentation such as bank statements, financial accounts and statements, and other information relating to the viability, business model and operating history of the Merchant's business; and
 - e. transferring funds to or receiving funds from (the amount of such will be nominal) GoCardless to enable it to check that the Merchant does in fact have control of the Nominated Account.
9. GoCardless' determination as to whether or not to provide the Merchant with the Service and a GoCardless Account is final and GoCardless is not

obligated to provide the Merchant with the Service or a GoCardless Account.

10. In the event that GoCardless cannot complete Verification within a reasonable time period (as determined by GoCardless in its sole discretion) GoCardless may immediately close the Merchant's GoCardless Account and terminate this Agreement with immediate effect, upon written notice. Upon such termination, GoCardless may, at its complete discretion, reverse or cancel or advise the Merchant's Customers to reverse or cancel any Transactions.
11. GoCardless will not be required to provide the Merchant with specific detail regarding any failure to satisfy GoCardless' know-your-customer and anti-money laundering requirements. GoCardless may elect to provide such detail, but will not do so where it determines in its sole discretion that to do so would cause GoCardless to be in breach of applicable law and/or regulation.
12. The Merchant acknowledges and authorises GoCardless to pass information, and obtain additional information about the Merchant and all those related parties for whom the Merchant provides information in relation to Verification, to and from certain third parties including identification, credit referencing and monitoring agencies and any third party to the extent that GoCardless uses such providers to deliver a certain feature of the Service. Information shared may include personal details such as name, email address, date of birth, address, credit history and other information. Any such passing of information will be done always in accordance with GoCardless' [Privacy Notice](#). GoCardless may update information about the Merchant and related parties from time to time to inform its decision as to whether to continue providing the Service to the Merchant.
13. Before providing the Merchant with the Service, GoCardless may, at its absolute discretion, require a personal guarantee from a director or other principal of a business, or from another entity, for Fees, Authorised Deductions and all other funds owed under this Agreement. If this is the case, GoCardless will notify the Merchant in writing of such requirement.

Use of GoCardless Account

There are certain things you can't do with your GoCardless account.

For example, you can't use it to do anything illegal or to do things that we class as 'Restricted Activities'. This is pretty important, so please check the list in the definitions at gocardless.com/legal/restrictions – if you do these things or do anything that might bring GoCardless into disrepute, we might decide to stop providing you with services. If you're not sure whether you would be carrying out a Restricted Activity, please get in touch with us.

If you are found to be carrying out Restricted Activities at any time, we may terminate your account immediately (see the Termination section) and may need to return funds to your customers.

If you decide to use your own custom-branded payment pages, Data Protection Laws also require that you and we are transparent about GoCardless's role in the transaction. For more information about how to meet the obligation to disclose GoCardless and share our privacy notice, see our [Guide to creating online payment pages](#). You must ensure that you submit custom-branded payment pages to us for approval before you start using them. It's important that once approved, you don't change these pages unless you have submitted the updated versions to us again for re-review and approval.

14. The Merchant is prohibited from:
 - a. selling or transferring its GoCardless Account;
 - b. allowing third parties other than the Authorised Users to access its Account Details;
 - c. using its GoCardless Account to collect Personal Data relating to a Customer that is contrary to Data Protection Law;
 - d. using its GoCardless Account in any way which is unlawful;
 - e. collecting, accessing or storing any bank details unless authorised to do so by the owner of the bank details; and
 - f. using or permitting the use of its GoCardless Account to carry out any Restricted Activity.
15. The Merchant will be responsible for all acts and omissions of the Authorised Users in relation to the Service and acknowledges that GoCardless cannot monitor which individual is using the GoCardless Account and as such cannot restrict access on a per-user basis.
16. The Merchant acknowledges and agrees that where it utilises the Service through third party services that connect directly to its GoCardless Account via the API or other mechanisms:
 - a. the Merchant will be bound by the terms and conditions set out in the GoCardless Connected Merchant Agreement, in addition to this Agreement. If there is a conflict between this Agreement and the GoCardless Connected Merchant Agreement solely in relation to the Merchant's use of the Service via such third party services, the [GoCardless Connected Merchant Agreement](#) will prevail; and

- b.** GoCardless is not responsible for any aspect of such third party service, including security, availability, support or functionality. The Merchant uses such services at its own risk and is responsible for all Transactions initiated or otherwise affected by such third party service.
- 17.** Unless the Merchant instructs GoCardless otherwise, GoCardless will be responsible for all Payment Pages and Payment Notifications.
- 18.** Where the Merchant is able to and does: (i) design and/or host Payment Pages (other than the GoCardless designed and hosted Payment Pages); (ii) use Payment Pages provided by a partner; or (iii) design and/or send its own Payment Notifications, the Merchant:
 - a.** must do so in accordance with all relevant law and regulation, including without limitation, Data Protection Law and the relevant Payment Scheme rules and guidance;
 - b.** must, upon collection of Personal Data from each Customer, provide a written notice that (i) identifies GoCardless by name, (ii) describes the services GoCardless provides to the Customer, (iii) describes the data protection rights available to the Customer, including the right to object, and (v) includes the website address of GoCardless' Privacy Notice; and
 - c.** must ensure that the notice in section 18.b above is provided in clear and plain language, in a manner that is easily accessible to Customers (for example, by providing such written notice via email) and which complies with Data Protection Law.
- 19.** The Merchant agrees to provide to GoCardless upon request all information and documentation necessary to verify the Merchant's compliance with section 18. The Merchant also agrees that it will not commence collecting any information using non-GoCardless designed/hosted Payment Pages until these are approved by GoCardless and will not change those Payment Pages without first having them approved by GoCardless.

Keeping the GoCardless Account secure

Keep your GoCardless Account details safe and make sure you take sensible measures such as choosing strong passwords and changing them regularly.

Unless you tell us that your details have been breached, we'll assume that all use of your GoCardless Account is authorised.

If you decide to use custom, non-GoCardless branded payment pages, Data Protection Laws also require that you and we are transparent about GoCardless's role in the transaction. For more information about how to meet the obligation to disclose GoCardless and share our privacy notice, see our [Guide to creating online payment pages](#).

20. The Merchant must take reasonable steps to keep its Account Details safe and to prevent fraudulent use of its GoCardless Account and must ensure that the Authorised Users of the Account Details take the same reasonable steps.
21. The reasonable steps referred to in section 20 will include but not be limited to:
 - a. keeping Account Details and any paperwork relating to the GoCardless Account secure and protected from unauthorised access and/or disclosure;
 - b. not printing, saving or writing down the Account Details and keeping them in the same location together;
 - c. updating passwords for the GoCardless Account on a regular basis and in any case at least once every 6 months;
 - d. ensuring that passwords for the GoCardless Account are sufficiently strong, by using a combination of words, numbers, symbols and upper- and lower-case letters (providing such password is not the same as the username);
 - e. taking reasonable care to ensure that third parties do not oversee or overhear the use of the Account Details;
 - f. immediately terminating the use of the Account Details of any third party who is no longer an Authorised User; and
 - g. informing GoCardless without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Account Details, at which point the Merchant must immediately change all passwords for the Account Details.
22. The Merchant agrees that GoCardless is entitled to assume that any party using the Account Details to access the GoCardless Account is an Authorised User, unless the Merchant informs GoCardless that the security of the Account

Details has been breached as required by section 21.

23. GoCardless will take adequate steps in accordance with Good Industry Practice and as required by applicable law or regulation to ensure that the Service and the API are secure, and that data is protected against loss or unauthorised disclosure.

The API

You can use our API in line with the [documentation we provide for it](#), but not in any other way. We might require you to update certain software to work with the service.

24. GoCardless will provide the Merchant with access to the API and the Documentation.
25. The Merchant must not use the API in any way which breaches the requirements and restrictions contained in the Documentation, or which constitutes a Restricted Activity. GoCardless may require the Merchant to install or update certain software in order to ensure the proper functioning of the API.
26. The Merchant acknowledges that GoCardless updates the Service and/or the API regularly to (without limitation) keep up to date with regulatory and Payment Scheme rule changes, as well as to improve the experience of all parties. As part of making those improvements, GoCardless may also release certain features to a subset of GoCardless' merchant base before making those improvements available for all merchants.

Trade Marks and Intellectual Property

We might allow you to use certain trade marks belonging to us, in which case you must use them in accordance with our guidance. All intellectual property connected with the service belongs to us.

When you sign up to GoCardless, we may refer to you as being a customer of ours, on email communications or on our website. If things are going particularly well, we might reach out to you to see if you would be willing to record a video or written case study with us, to explain how our services have helped your business.

27. GoCardless may make certain logos, trade marks and similar devices owned by GoCardless or its Affiliates available for the Merchant to use on a temporary basis (the “**GoCardless Marks**”). If so, the Merchant agrees to use the GoCardless Marks only in accordance with GoCardless’ instructions and also the guidelines found at <http://brand.gocardless.com/>, as may be updated from time to time.
28. The Merchant may only use the Service in a manner consistent with this Agreement. All intellectual property in the Service including that protected by, without limitation, copyright, design right, patents, trade secret and other laws, is and remains the property of GoCardless. Should the Merchant make or suggest improvements or changes to the Service, the Merchant agrees that any intellectual property in such suggestion is the property of GoCardless and that GoCardless may exploit such intellectual property as it sees fit.
29. The Merchant agrees that after it has passed GoCardless’ Verification process, GoCardless may publicly refer to the Merchant (in either written or verbal form) as being a customer of GoCardless.
30. With the Merchant’s prior written consent, GoCardless may create, use and/or publish both a written and a video case study (the details and contents of which are to be agreed in writing by the parties) that references the Merchant, in perpetuity anywhere in the world, in any media whether now known or developed in the future, for the purposes of promoting GoCardless’ goods or services (the “**Case Studies**”).
31. The Merchant acknowledges that GoCardless may wish to use the Merchant’s Marks in connection with the Case Studies. Where a Case Study is produced, the Merchant grants to GoCardless a non-exclusive, fully paid-up licence to use the Merchant’s Marks in the Case Studies and related promotional material. For the avoidance of doubt, this license will not automatically terminate upon termination of this Agreement, and GoCardless will be entitled to continue using the Merchant’s Marks in the manner and for the purposes described herein unless otherwise instructed by the

Merchant, in writing, to cease use of the Merchant's Marks following termination of this Agreement. Upon receipt of such instruction, GoCardless will cease use of the Merchant's Marks.

32. Where GoCardless uses the Merchant's Marks, it will comply with all of the Merchant's reasonable guidelines and directions in relation to the form, manner and application of the Merchant's Marks.
33. Save for the Merchant's Marks and notwithstanding any contribution made by the Merchant, each party agrees that all intellectual property in the Case Studies including that protected by, without limitation, copyright, design right, patents, trade secret and other laws, is and remains the property of GoCardless, and that GoCardless may exploit such intellectual property as it sees fit, subject to the provisions of this section entitled "Trade Marks and Intellectual Property".

Processing Payments

We'll process payments as any competent payment provider would.

We transfer money we collect to our bank account first, and then on to your bank account. This happens in accordance with the payment timings described further below. We follow the same process when you initiate a refund, but we'll pay the refund out to the customer's bank account from our own bank account, before we recoup the funds from you.

It's important to note that before we pay any cash out to you, we'll first deduct the fees you owe us in relation to those payments, and also any charged-back amounts or other money that your customers have claimed back from us.

34. Subject to the requirements and conditions in this Agreement GoCardless will provide the Merchant with, or procure the provision of any part of, the Service.
35. Upon receipt of a Customer Payment Order, GoCardless will transmit the Payment Order to the relevant bank in accordance with Good Industry Practice.
36. In order for GoCardless to process payments, certain information is required:
 - a. for the purposes of collecting or initiating payments from Customers, the Merchant must provide GoCardless with a name and where necessary in order to facilitate GoCardless sending Payment Notifications on behalf of the Merchant, an email address for each Customer. The Merchant has the option to stipulate a payment reference for each payment. Where the Merchant is initiating a refund, it must ensure that this is to the correct Customer; and
 - b. for the purposes of transferring payments from the GoCardless Bank Account to the Nominated Account(s), the Merchant must provide GoCardless with the relevant bank details – for example bank account number and sort code, IBAN and similar required information (as applicable). This information will normally be provided by the Merchant in the sign-up flow on the GoCardless Site.
 - c. it is the Merchant's responsibility to ensure that the information set out above and provided to GoCardless is accurate and up to date. The Merchant must notify GoCardless as soon as possible (and no later than any cut-off time set out on the Payment Scheme Timings Page) if it becomes aware that such information is incorrect or where there has been a change to any of the information previously provided; and

- d. by providing GoCardless with the Nominated Account details referred to above during the sign-up flow, or at any later date, the Merchant will be deemed to have consented to GoCardless transferring payments to that Nominated Account in accordance with the provisions of this Agreement, the Product-Specific Terms and the Payment Scheme Timings.
- 37. If the Merchant is collecting payments from Customers under a Payment Scheme that requires an agreement for the supply of direct debit services to be entered into with the Customer, the Merchant agrees to enter into such agreement with Customers and to comply with its obligations under it. Where relevant, GoCardless will assist by providing such agreement to Customers (populated with the Merchant's details). GoCardless will provide a copy of such agreement upon the Merchant's written request.
- 38. Funds received by GoCardless from the Customer's bank in satisfaction of a Payment Order will be:
 - a. safeguarded if required by law or regulation;
 - b. allocated to the Merchant's relevant GoCardless Account before being paid out to the Merchant; and
 - c. subject to GoCardless first deducting all Authorised Deductions and any other amounts GoCardless is authorised to deduct in accordance with the terms of this Agreement (including in respect of any applicable Fees), transferred to the Nominated Account(s) in accordance with the relevant Payment Scheme Timing, as adjusted by any suspension period or delay invoked by GoCardless in accordance with this Agreement and/or any Monitoring Programme requirement, unless otherwise provided for in the Product-Specific Terms.
- 39. GoCardless may suspend pay-outs to the Merchant's Nominated Account(s) or otherwise amend the Payment Scheme Timings applicable to the Merchant's pay-outs if, in GoCardless' reasonable opinion, it thinks such suspension or amendment is required, for example, as a result of excessive or anticipated excessive Chargebacks or refunds, pending disputes, deterioration of the

Merchant's financial situation or credit standing, other suspected fraudulent or otherwise suspicious activity related to the Merchant's GoCardless Account. GoCardless will notify the Merchant of such suspension unless to do so would be unlawful or GoCardless has grounds to suspect fraudulent or any other form of criminal use of the Merchant's GoCardless Account.

40. The Merchant acknowledges that it is not due and will not be entitled to receive any interest on funds that are held by GoCardless on its behalf.

Payment Timings

We collect payments, transfer payments to your bank account and process refunds in accordance with the timings set out on our payment scheme timings page - these vary depending on what country you're asking us to collect money in.

Note that payment timings can be delayed if your account performance has been poor (e.g. you've seen a high level of chargebacks), or if you've been placed in our monitoring programme.

41. GoCardless will use reasonable endeavours to:

- a. set up Payment Scheme Mandates and Payment Orders;
- b. ensure that payments collected by GoCardless from Customers on behalf of the Merchant are transferred to the Nominated Account(s); and
- c. where applicable, transfer refunds to the Customer's bank account from the relevant GoCardless Bank Account,

in each case by no later than the time periods set out in the Payment Scheme Timings to the extent such actions are within its control.

Cancellations and Refunds

If you set up a payment but then want to cancel it, you need to let us know by a particular time – see our [payment timings page](#) for details and then let us know by emailing help@gocardless.com.

If your customer cancels a payment, we won't owe you anything, even if you've provided products/services. However, we will let you know about these cancellations via your dashboard or the API.

If your customer contacts you wishing to cancel a payment, you should cancel it with us in accordance with the same [payment timings](#).

Remember that your customers can go to their bank and request cancellation of a payment made via GoCardless. We can't challenge these cancellations unless we've made an administrative error. This is the case even if you have supplied goods/services to your customer and they are in breach of a contract with you as a result of cancelling their payment with their bank – the dispute is a contractual one directly between you and that customer. Remember that we will claim back any amounts we're out of pocket as a result of these chargebacks and you agree to make us whole.

42. If, for any reason, the Merchant wishes to cancel a Payment Order or Payment Scheme Mandate, it must notify GoCardless in accordance with the relevant Payment Scheme Timing. Notice for these purposes can be given by email to help@gocardless.com, or by logging into the GoCardless Account and cancelling the Payment Order or Payment Scheme Mandate.
43. If the Customer cancels their Payment Scheme Mandate or Payment Orders in accordance with the relevant Payment Scheme Timing, GoCardless will have no obligation to pay the Merchant in respect of such cancelled Payment Order and no liability to the Merchant in respect of such cancellation.
44. GoCardless will inform the Merchant as soon as reasonably practicable of any Payment Orders cancelled by the Customer by displaying information via the Merchant's GoCardless Account or through the API.
45. If a Customer cancels any order or contract to which a Payment Order relates directly with the Merchant, the Merchant must:
 - a. inform GoCardless as soon as reasonably practicable (in which case GoCardless will not process the Payment Order if Payment Scheme Timings allow); or
 - b. refund directly to the Customer the sums received by the Merchant in connection with the Payment Order; or
 - c. ask GoCardless to process a refund to the Customer from the Merchant's applicable GoCardless Account.
46. If GoCardless receives notice from the Merchant that a Customer Payment Order has been cancelled, it may notify the Customer.
47. The Merchant acknowledges that GoCardless is not able to recover or challenge any Chargeback that relates to a Payment Order that has, from an administrative standpoint, been submitted correctly. For example, if a Customer initiates a

Chargeback that results in that Customer being in breach of their contract with the Merchant, GoCardless cannot challenge the Chargeback or recover the funds to which that Chargeback relates.

48. The Merchant shall indemnify GoCardless against any losses, costs, claims, damages and expenses suffered or incurred by GoCardless as a result of or in connection with any failure by the Merchant to obtain all consents and authorisations from Customers, or to provide them with any information necessary for the lawful processing of Payment Orders, including in relation to any Payment Pages and/or Payment Notifications obligations set out in section 18 and/or the provisions of the Product-Specific Terms relating to any feature or product used by a Merchant.
49. The Merchant shall indemnify GoCardless in respect of any amounts and costs incurred as a result of any: (i) Chargeback, claim or refund (fraudulent or otherwise) initiated by a Customer and that GoCardless is obliged to make under the relevant Payment Scheme rules or otherwise; or (ii) Failures. For the avoidance of doubt, GoCardless may not claim under this indemnity where any amounts or costs incurred arise directly from of GoCardless' negligence, default, or mistake.
50. Where the Merchant uses and/or has access to any functionality of the Service that enables it to initiate a refund that relates to more than one Transaction at a time, via a single Payment Order ("**Lump Sum Refund Feature**"), the Merchant will ensure that:
 - a. the refund is to a Customer;
 - b. the amount refunded to that Customer (taking into account any prior refunds, and any Chargebacks) is not greater than the value of the funds collected on the Merchant's behalf from that Customer in aggregate using GoCardless (including any other previous direct debit provider that the Merchant transitioned away from in order to use the Service); and
 - c. where the Merchant is refunding Transaction(s) processed under a Payment Scheme Mandate that is cancelled at the time of initiating the refund, the Merchant will only

initiate a refund of such Transaction(s) to the applicable Customer on one occasion.

51. Regarding the Merchant's use of the Lump Sum Refund Feature where applicable:

- a.** the Merchant acknowledges that GoCardless may, at any time, conduct an audit of its use of the Lump Sum Refund Feature, in order to assess compliance with section 50 above;
- b.** in order to facilitate such audit, the Merchant agrees to keep all information and detailed written records necessary for GoCardless to verify the Merchant's compliance with section 50 and will promptly provide such information and records to GoCardless upon request; and
- c.** the Merchant agrees that GoCardless may, at its sole discretion, terminate or suspend the Merchant's ability to utilise the Lump Sum Refund Feature.

Deductions, Payments and Invoicing

Unless we each agree otherwise, we'll deduct all amounts you owe us from money we pay out to you. This includes the fees, VAT and any other amounts we need to re-coup from you, such as amounts arising due to chargebacks and refunds.

If for any reason we can't deduct these amounts from pay-outs we make to you, we can invoice you for those amounts and you agree to pay us back straight away. This is the case even after termination of the agreement between us.

If you have selected a Service plan that includes a monthly fee, we'll invoice you for that amount separately.

- 52.** Unless otherwise specified on an Order Form and/or, where applicable, the Product-Specific Terms, the Merchant will pay the Fees due to GoCardless in the following manner:
- a.** where the Merchant is on a Service plan to which a monthly Fee applies, GoCardless will invoice the Merchant for that monthly Fee, which will become due and payable within 30 days after the invoice date;
 - b.** the Fees other than any monthly Fee will be deducted from the funds received by GoCardless from a Customer's bank in satisfaction of a Payment Order, prior to funds due to the Merchant being transferred to the applicable Nominated Account(s) in accordance with this Agreement and the relevant Payment Scheme Timings, as adjusted by any Monitoring Programme requirement;
 - c.** where an Affiliate provides part of the Service, Fees may be invoiced or deducted by that GoCardless Affiliate; and
 - d.** where applicable, VAT shall be payable in addition to all Fees in the following manner: (i) where Fees and VAT are invoiced, upon delivery of an appropriate VAT invoice where required by applicable VAT laws and in accordance with the payment instructions set out in such invoice; or (ii) where Fees and VAT are collected by deduction, a valid VAT invoice will be issued (where required by applicable VAT laws or where requested by the Merchant) within 30 days of the date of deduction.
- 53.** Without prejudice to the foregoing, with effect from the VAT Effective Date, if any amount payable under or pursuant to this Agreement (including, without limitation any Connected Merchant Agreement) constitutes the consideration for a supply for VAT purposes subject to or chargeable to any VAT (whether by way of payment, deduction or set off or otherwise), then such amount/payment shall be exclusive of any such VAT so that, in

addition to that payment, the Merchant shall pay on receipt (by it or by the relevant service recipient, as the case may be) of a valid VAT invoice (if such receipt is required by applicable VAT law) or, if a reverse charge procedure applies, the Merchant (or the relevant service recipient, as the case may be) shall account for, an amount equal to such VAT due. For the avoidance of doubt, this also applies to any amount equal to VAT which has not been charged or has been undercharged and subsequently becomes chargeable and payable in respect of any previous completed or paid for supplies provided and/or in respect of any Fees previously deducted from any sums or funds owing to the Merchant, and this section will have effect after termination pursuant to section 106.e.

54. Unless otherwise stated on an Order Form, the Merchant authorises GoCardless to deduct:
 - a. the Authorised Deductions from any sums payable by GoCardless to the Merchant under the terms of this Agreement at all times;
 - b. the Fees other than any monthly Fee; and
 - c. any VAT payable on the foregoing.
55. Unless otherwise explicitly agreed by GoCardless, where the Merchant instructs GoCardless to process Transactions under multiple Payment Schemes, the Merchant acknowledges that different Fees (of varying currencies) apply in relation to each Payment Scheme.
56. Where it has been agreed with the Merchant that the Transaction fee component of the Fees will vary depending on the number of Transactions processed, the Merchant acknowledges that Transactions processed under different Payment Schemes and/or multiple GoCardless Accounts cannot be aggregated for the purposes of calculating the Transaction fee rate that is applicable.
57. Where the Merchant selects a Service plan that is different to the plan selected at the date of entering into this Agreement, the Merchant acknowledges that the Fees for the new plan will be pro-rated from the date upon which GoCardless implements that change in Service plan for the Merchant's GoCardless Account.

58. Unless otherwise specified on an Order Form, GoCardless reserves the right to revise the Fees at any time, upon no less than two months' written notice to the Merchant. If the Merchant does not notify GoCardless to the contrary before the date on which the proposed changes will enter into force, GoCardless will deem the Merchant to have accepted the revised Fees. The Merchant will have the right to terminate this Agreement immediately and without charge during the period in which GoCardless has given it such notice up until the date on which those changes will come into force.

Please note that if the Merchant is not a Micro-Enterprise, then this section will not apply to it, meaning that GoCardless may revise its Fees at any time and those revisions will take effect from the date set out in such notice.

59. Notwithstanding section 58 above, if the Merchant has connected its GoCardless Account via the API or some other mechanism to a third party's services (such as a software provider that GoCardless has integrated its services with GoCardless), then the provisions around notification of Fees set out in the GoCardless Connected Merchant Agreement will apply.
60. If the amount of any Authorised Deductions or Fees (including, without limitation, following the termination of this Agreement) exceeds the amount of any sums payable by GoCardless to the Merchant, GoCardless may invoice the Merchant for the difference. The amounts set out in any such invoice are due and payable immediately.
61. Unless otherwise agreed by the parties, the Merchant agrees to pay any invoiced Fees to GoCardless by way of direct debit and will set up a direct debit mandate as and when requested by GoCardless.
62. The parties agree that where there is a dispute as to the amount of the Fees invoiced and payable by the Merchant to GoCardless, each party will use reasonable endeavours to resolve the dispute in a timely manner, and in any case, within not more than 30 days of the date of the invoice. When applicable, each party will make any necessary VAT invoicing or other applicable VAT adjustments in accordance with and where required by applicable VAT laws and/or published practice by a taxation authority in respect of any adjustments

agreed between the parties including the raising of credit/debit notes as appropriate.

- 63.** The Merchant is able to view a full history of payments made to its Nominated Account by logging in to its GoCardless Account.

Unauthorised Payment Orders

The sections on the right operate in the context of (a) GoCardless making pay-outs to your nominated bank account (b) GoCardless processing refunds to your customers, at your instruction and (c) payments made using GoCardless products or features which are further explained in the Product-Specific Terms. We hope that your experience with us is a positive one, however even with the best will in the world, bad things can happen. If a third party manages to access your GoCardless account, they may change your bank account details so that we pay-out funds to a party that is not you, or use your account to initiate refunds that you have not authorised. We call these 'unauthorised payments. The sections to the right set out the procedure that each of us are to follow and the liability of each of us, where your GoCardless account has been used to make unauthorised payments. You should also check the Product-Specific Terms to understand what unauthorised payments may mean in the context of any feature or product you use.

If you notice that any unauthorised payments have been made, let us know straight away.

So long as you let us know, and you've taken care of your account details and can demonstrate that you've followed the security steps set out in these terms and conditions, we'll transfer the amounts that should have been paid out to your correct bank account, but won't be liable to you for anything else.

However, if we have reason to suspect you've acted fraudulently, or haven't kept your details secure, there's no cap on the amount you owe us in relation to each unauthorised payment and therefore we may not transfer any payout amount that you did not receive, where these circumstances arise.

64. The Merchant must notify GoCardless without undue delay (and in any event within 13 months of the execution of the relevant Unauthorised Payment Order) upon becoming aware of any Unauthorised Payment Order by notifying GoCardless by email to help@gocardless.com. The Merchant should also note the provisions of the Product-Specific Terms relating to Unauthorised Payment Orders with respect to any product or feature used by the Merchant.
65. Provided that the Merchant has notified GoCardless in accordance with section 64 above and subject to section 66 and the applicable Country-Specific Terms in relation to Unauthorised Payment Orders, GoCardless will repay the amount of any sums paid out pursuant to an Unauthorised Payment Order and any related interest and charges but will have no further liability to the Merchant.
66. The Merchant will be liable to GoCardless for any and all losses, costs and expenses suffered or incurred by GoCardless as a result of any Unauthorised Payment Order in circumstances where:
 - a. GoCardless reasonably suspects there has been fraud on the part of the Merchant; or
 - b. the Merchant has, with intent or negligence, failed to comply with its obligations under this Agreement in relation to the security of the Account Details.
67. The Merchant will have no liability to GoCardless in relation to any Unauthorised Payment Order where:
 - a. the execution of an Unauthorised Payment Order occurs after the Merchant has notified GoCardless that its Account Details have been lost, stolen or misappropriated; or
 - b. GoCardless has failed to provide the Merchant with the means to notify it of the loss, theft or misappropriation of the Account Details (except where such failure arises wholly or mainly due to factors outside GoCardless'

reasonable control or its compliance with relevant law).

Incorrectly Executed Payment Orders

The sections on the right operate in the context of (a) GoCardless making pay-outs to your nominated bank account (b) GoCardless processing refunds to your customers, at your instruction and (c) payments made using GoCardless products or features which are further explained in the Product-Specific Terms. We hope that your experience with us is a positive one, however even with the best will in the world, bad things can happen. As an example, if you make an error when entering your nominated bank account details, there is a risk that we may pay-out funds due to you, to someone else. We call these 'incorrectly executed payments'. The sections to the right set out the procedure that each of us are to follow and the liability of each of us, where your incorrectly executed payments occur. You should also check the Product-Specific Terms to understand what incorrectly executed payments may mean in the context of any feature or product you use.

If you notice that any incorrectly executed payments have been made, let us know straight away - we'll try and locate the misappropriated funds for you.

If an incorrectly executed payment occurs because of our own mistake (in this example, you would have provided us with the correct bank account details, but we mistakenly transferred funds to someone else), we promise to make you whole.

68. The Merchant must notify GoCardless as soon as reasonably practicable (and in any event within 13 months of the relevant Incorrectly Executed Payment Order) upon becoming aware of any Incorrectly Executed Payment Order by notifying GoCardless by email to help@gocardless.com. The Merchant should also note the provisions of the Product-Specific Terms relating to Incorrectly Executed Payment Orders with respect to any product or feature used by the Merchant.
69. If the Merchant informs GoCardless that there has been an Incorrectly Executed Payment Order, GoCardless will make reasonable efforts to trace the relevant funds and notify the Merchant of the outcome.
70. GoCardless will be liable to the Merchant in respect of any Incorrectly Executed Payment Order which results from GoCardless' failure to comply with its obligations under this Agreement in which case GoCardless will without undue delay:
 - a. refund the amount of the Incorrectly Executed Payment Order and restore the relevant account to the state in which it would have been had the Incorrectly Executed Payment Order not taken place; or
 - b. if the Incorrectly Executed Payment Order has not been executed at all, correctly execute the Payment Order.
71. In each case above, GoCardless will not be liable for the correct execution of a Payment Order if it can prove that the payment service provider of the intended recipient has received the funds in accordance with the Payment Order
72. The Merchant is solely responsible for reconciling its Transactions and Payment Orders with its accounts and actual bank transactions.

Suspected Fraud and Law Enforcement Requests

You have to tell us if you think someone's doing bad or fraudulent things with your GoCardless Account.

On our side, if we suspect there's something fishy going on in relation to a payment – for example, that it's fraudulent, or breaches laws, regulations or rules applicable to payment schemes, we may decide not to process that transaction or take certain other actions, such as informing your customer to charge a payment back.

We may also share information about you or your transactions with enforcement agencies, governments etc. if we suspect any fraudulent activity.

We may receive legal demands for your information or funds, and may respond to such demands at our discretion, sharing information or transferring funds as required. We won't owe you anything if we do this. Where we can, and it doesn't put anyone at risk (including us), we'll look to inform you of the request.

73. The Merchant must notify GoCardless as soon as reasonably practicable if it becomes aware of any fraudulent or other illegal activity on the part of a Customer (including, without limitation, money laundering or terrorist financing) by emailing GoCardless at help@gocardless.com, provided that to do so would not cause the Merchant to be breach of applicable law and/or regulation.
74. If GoCardless needs to contact the Merchant in respect of suspected fraud or any other security threat, it will do so in the manner that it deems to be most secure in the circumstances, which could be through the Merchant's GoCardless Account, the API or email.
75. If GoCardless suspects that any Transaction or attempted Transaction is fraudulent, is in violation of this Agreement, law or regulation, or the relevant Payment Scheme, or is likely to expose either GoCardless, or any other party to harm, GoCardless reserves the right not to process that Transaction, and if the Transaction has already been processed, to reverse it if possible to do so, or to advise the Customer to claim such funds back resulting in a Chargeback that the Merchant would be liable for. In addition, the Merchant grants GoCardless permission to provide any law enforcement, government or similar agency or body with information about the Merchant, the Merchant's Transactions and any other information GoCardless holds, if it suspects that the Merchant's GoCardless Account has been used or is likely to be used in the manner set out above. GoCardless may do all of these things even following termination of this Agreement.
76. GoCardless respects the Merchant's privacy. However, GoCardless reserves the right to respond to any demand, order, request or legal instrument from any government, law enforcement or similar agency that it believes is valid (a "**Legal Process Request**"). GoCardless is in no way liable to the Merchant or any other party, whether for indirect or direct Losses or otherwise, as a result of GoCardless' compliance or non-compliance with any Legal Process Request.

77. GoCardless may deliver funds relating to or deriving from the Merchant's use of the Service, or information relating to the same, where required to do so by or in connection with a Legal Process Request. Where permitted to do so, and unless to do so would, in GoCardless' sole and absolute discretion, put the security of the Service or any individual at risk, GoCardless will use reasonable endeavours to provide the Merchant with notice of any such Legal Process Request.

Warranties

We promise to do what is reasonably expected of us to provide you with payment services.

You promise to make sure you're doing what you should be to process payments and to get information from your customers to do so.

- 78.** GoCardless does not warrant that the Service will be uninterrupted or error free, but will use reasonable commercial endeavours to provide the Service.
- 79.** GoCardless warrants that:
- a.** it will provide the Service with reasonable skill and care;
 - b.** it will comply at all times with the rules of the relevant Payment Scheme;
 - c.** for so long as required in order to provide the Service, it will remain regulated by the relevant financial services regulator(s);
 - d.** it will comply with all applicable laws and maintain all consents, licences and approvals required by applicable law and/or any governmental, regulatory or other competent authority in relation to the supply of the Service;
 - e.** use of the Service and/or the API by the Merchant in accordance with this Agreement will not infringe the intellectual property rights of any third party; and
 - f.** it will maintain its ISO 27001 certification for the duration of this Agreement.
- 80.** The Merchant warrants that:
- a.** it will comply with its obligations under this Agreement;
 - b.** it will comply with the rules of each relevant Payment Scheme and all applicable law;
 - c.** it will obtain all consents and authorisations necessary for the lawful processing of Payment Orders;
 - d.** the name provided when registering to use the Service, and in relation to Verification, is the full legal name of the Merchant's business under which it sells goods and services;

- e. it will ensure that all obligations to its Customers are fulfilled, and that it will resolve all complaints or disputes directly with Customers;
 - f. it will not undertake any Restricted Activity; and
 - g. it will comply with all applicable legal and regulatory requirements in relation to its use of the Service.
81. The express provisions of this Agreement are in place of all conditions, warranties, terms, undertakings, obligations and representations, implied by statute, common law, custom, course of dealing or otherwise, all of which are excluded to the maximum extent permitted by law.
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Liability

We don't promise anything other than what we explicitly state in this agreement, and the most we'll ever owe you are the fees you've paid to us in the 3 months leading up to any incident resulting in you having a claim against us. There are certain things we can't limit liability for according to law, and so we don't limit liability for those things!

82. SUBJECT TO SECTION 84, NEITHER PARTY, OR ANY OF SUCH A PARTY'S AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS OR SUBCONTRACTORS, WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), WILLFUL MISCONDUCT OR ANY OTHER THEORY OF LAW OR OTHERWISE FOR:

- a.** ANY LOSS OF PROFITS, INCOME, REVENUE, BUSINESS OPPORTUNITIES, LOSS OR CORRUPTION OF DATA OR INFORMATION, ANY FAILURE TO REALISE EXPECTED REVENUES OR SAVINGS, LOSS OF OR DAMAGE TO GOODWILL, PURE ECONOMIC LOSS, OR ANY OTHER ECONOMIC OR PECUNIARY LOSS (REGARDLESS OF WHETHER ANY OF THESE TYPES OF LOSS OR DAMAGE ARE DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL); OR
- b.** ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OR DAMAGE, OR ANY PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES,

ARISING UNDER OR IN RELATION TO THIS AGREEMENT, EVEN IF THE FIRST PARTY WAS AWARE OF THE POSSIBILITY THAT SUCH LOSS OR DAMAGE MIGHT BE INCURRED BY THE OTHER PARTY.

83. Subject to section 84, the total aggregate liability of GoCardless to the Merchant (either directly or as a third party defendant in any action or proceeding) in respect of any Losses incurred by the Merchant under or in relation to this Agreement, including liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence) and breach of statutory duty, will not exceed, in respect of each event or series of connected events, the amount of the Fees due to GoCardless in the three (3) calendar months

preceding the date on which the first such event or events occurred.

- 84.** Nothing in this Agreement shall operate to exclude or limit either party's (or that party's employees' or agents') liability for:

 - a.** death or personal injury resulting from negligence;
 - b.** fraud, deceit or fraudulent misrepresentation; or
 - c.** any other liability which cannot be limited or excluded by law.
- 85.** For the avoidance of doubt, the Merchant's liability under any indemnity given by it under this Agreement is unlimited (and accordingly, the limitations set out in this section entitled "Liability" will not apply in relation to the Merchant's indemnification obligations in this Agreement, save for the operation of section 82).
- 86.** Neither GoCardless nor any of its agents, Affiliates, holding companies, subsidiaries, employees, officers, directors, service providers, or subcontractors will be liable:

 - a.** if the Merchant's system or device was not working properly during the Merchant's use of the Service; or
 - b.** for losses or damage caused as a result of actions taken due to GoCardless obligations under applicable law or order; or
 - c.** for losses or damage arising from the Merchant's use of the Service for any Restricted Activities or the Merchant's inability to use the Service due to reasons within the Merchant's sphere of control.
- 87.** Save as expressly set out in this Agreement, the only right or remedy of a party in relation to any statement, representation, warranty, undertaking, assurance, promise, understanding or other provision set out in this Agreement shall be for breach of this Agreement to the exclusion of all other rights and remedies (including those in tort or arising under statute) and, in respect of any breach of this Agreement, the only remedy shall be a claim for damages in respect of such breach.

88. The Merchant agrees that any Losses or claim it may have under this Agreement can only be recovered once and any such claim will exhaust all and any other claims that might otherwise arise against GoCardless in relation to which the Merchant has been compensated or otherwise reimbursed.

89. THE MERCHANT ACKNOWLEDGES AND AGREES THAT THE USE OF THE GOCARDLESS ACCOUNT AND THE SUPPLY OF THE SERVICE WILL NOT CREATE ANY LIABILITY ON THE PART OF GOCARDLESS IN RESPECT OF THE SUPPLY OF GOODS OR SERVICES BY THE MERCHANT TO A CUSTOMER AND THE MERCHANT WILL REMAIN DIRECTLY LIABLE IN RELATION TO SUCH SUPPLY.

Suspension of the Account and the Services

We may suspend services we provide to you in a number of circumstances, for example, if you breach this agreement, become insolvent, don't pay us, act fraudulently, or take payments for one of the things we said we didn't want you using our service to take payments for.

Assuming that the reasons for the suspension are resolved, we will begin providing you with the service again. If we can't resolve the issues that have arisen, we may have the ability to terminate our agreement with you and to stop providing you with services.

We work with various third parties that are also regulated like us, in order to deliver components of our services to you. In the event of one of our third party providers being unable to continue provision of its services to us, we may need to suspend your access to that portion of our service. We'll aim to give you as much notice as possible, where we are also notified in advance by our provider.

90. GoCardless will be entitled to suspend or withdraw the Merchant's right to use the Service and the API where:
- a. the Merchant is in breach of any of its obligations under this Agreement and has failed to remedy such breach within 5 days of being notified of the breach;
 - b. the Merchant has breached its obligations in respect of the security of its GoCardless Account or GoCardless has reasonable grounds to suspect such breach;
 - c. the Merchant has used the Service or the API to carry out any Restricted Activities;
 - d. the Merchant suffers an Insolvency Event or GoCardless reasonably suspects that the Merchant will do so;
 - e. the Merchant fails to pay to GoCardless when due any sum payable to GoCardless under this Agreement;
 - f. the Merchant has used the Service or the API in a manner which is unlawful;
 - g. there has been unauthorised or fraudulent use of the Account Details or GoCardless has reasonable grounds to suspect such fraudulent or unauthorised use;
 - h. while GoCardless is conducting Verification or similar checks on the Merchant, until those checks are resolved to GoCardless' satisfaction;
 - i. the Merchant has failed to comply with its obligations in relation to Payment Pages and/or Payment Notifications designed and/or sent by the Merchant, as set out in this Agreement; or

- j. GoCardless is required to do so by law or regulation, or it becomes illegal to provide the GC Service.
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- 91. Where any of the factors for suspension referred to above cease to exist then, unless GoCardless exercises its rights to terminate this Agreement in light of such factors, GoCardless will, as soon as reasonably practicable, reinstate the Merchant's access to the Service and the API but may require the Merchant to change the Account Details.
 - 92. The Merchant acknowledges that where a feature or part of a feature, of the Service is provided by a third party, it may be necessary for GoCardless to suspend access to that feature of the Service (on a temporary or permanent basis), where that third party terminates or suspends the supply of its own services to GoCardless the receipt of which, by GoCardless, are necessary to deliver the applicable feature to the Merchant. In such circumstances, GoCardless will use reasonable endeavours to provide the Merchant with at least 60 days' prior written notice of such termination or suspension.
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Monitoring Programme

We monitor your account, including to check that you don't have an unacceptable number or volume of chargebacks. If you do have a high number/volume of chargebacks, there are increasingly severe implications, all aimed at helping you reduce your chargebacks while reducing the risk you expose GoCardless to.

Level 1 kicks in where you have chargebacks totalling between 1% and 3% of total transaction volume or value in any 30-day period. At this level, we'll contact you via email and give you one month to reduce your chargebacks to less than 1%, and you should keep them at that level for at least 2 months. If you don't do this, we can terminate our agreement with you.

Level 2 is similar, but applies where your chargebacks are between 3% and 5%. In addition to the steps we take for Level 1, we'll also expect to speak to you over the phone, and you will receive money owed to you (less all amounts you owe us) 30 days later than usual.

Level 3 is our most severe and we hope never to see you in this level. It applies where your chargebacks are between 5% and 7%. The implications are similar to Level 2, although if you don't reduce your chargeback level to less than 1% within one month, we may terminate your account immediately. In addition, you will receive money owed to you (less all amounts you owe us) 60 days later than usual.

If your chargebacks go above 7%, we can terminate our agreement with you immediately and stop serving you.

It's important to note that if you move from one Level to a higher Level, you still need to bring chargebacks down below 1% within one month of your first entering the Monitoring Programme. This means you can't drop down Levels until you actually leave the monitoring programme.

93. GoCardless monitors the status of the GoCardless Account in order to ensure, amongst other things, that the Merchant's use of the Service does not result in a level of Chargebacks that is unacceptable to GoCardless.
94. Where either Claim Percentage is greater than or equal to 1%, and both Claim Percentages are less than 3%, the Merchant will be placed into "**Level 1**" of the Monitoring Programme, which will have the following effects and requirements:
 - a. the Merchant will receive one email notification indicating it is being placed into Level 1 of the Monitoring Programme;
 - b. the Merchant will be required to achieve the Acceptable Claim Percentage by no later than the date falling 1 month from the date of the email notification referred to at section 94.a, and shall maintain the Acceptable Claim Percentage for a further 2 months; and
 - c. should the Merchant fail to achieve the Acceptable Claim Percentage for the period set out at section 94.b, GoCardless may terminate this Agreement with 2 months' written notice to the Merchant.
95. Where either Claim Percentage is greater than or equal to 3%, and both Claim Percentages are less than 5%, the Merchant will be placed into "**Level 2**" of the Monitoring Programme, which will have the following effects and requirements:
 - a. all requirements listed for Level 1 of the Monitoring Programme, and in addition;
 - b. the Merchant will be required to, as soon as practicable, attend a phone call with the GoCardless fraud team to discuss the Claim Percentages; and
 - c. transfers to the Nominated Account, as referred to in section 41 will be transferred to the Nominated Account within 30 days of the relevant Payment Scheme Timing.

96. Where either Claim Percentage is greater than or equal to 5%, and both Claim Percentages are less than 7%, the Merchant will be placed into “**Level 3**” of the Monitoring Programme, which will have the following effects and requirements:
- a. all requirements listed for Level 1 and Level 2 of the Monitoring Programme, other than those listed at sections 95.b and 95.c, and in addition;
 - b. should the Merchant fail to achieve the Acceptable Claim Percentage in the period set out at section 94.b, GoCardless may terminate this Agreement immediately upon written notice to the Merchant; and
 - c. transfers to the Nominated Account, as referred to in section 41 will be transferred to the Nominated Account within 60 days of the relevant Payment Scheme Timing.
97. Where either Claim Percentage is greater than or equal to 7%, GoCardless may terminate this Agreement immediately upon written notice to the Merchant, and may initiate Chargebacks and/or refunds to all Customers.
98. Where the Merchant is already in one Level of the Monitoring Programme, should it increase Levels, no time period for achieving the Acceptable Claim Percentage as set out in section 94.b will be reset.
99. It is not possible for the Merchant to reduce the Level of the Monitoring Programme applicable to it until the Acceptable Claim Percentage has been met as detailed above.

Termination

You accept these terms as soon as you sign up for an account with us, or start using the service.

You can terminate this agreement by giving us one month's notice in writing (email us at help@gocardless.com). We need to give you two months' notice if we'd like to terminate because we feel like it.

If either of us commits a material breach (i.e. a serious one!) of this Agreement, and the person breaching doesn't fix it within 28 days of being told about the breach, the other party can terminate.

In addition, we can terminate immediately if you go insolvent or it looks like you're about to, and also if you don't work yourself out of a relevant Monitoring Programme Level. We may also terminate your account if we aren't able to complete verification of your business, you or your personnel are discourteous to our staff, or if your use of our service might pose a high risk to us.

We'll always do what we can to help you move to a new direct debit provider – for example by signing a bulk change deed or other instrument.

- 100.** Unless otherwise specified on any Order Form, the Merchant will be deemed to have accepted the terms of this Agreement as soon as it signs up for a GoCardless account, or starts using the Service, as appropriate.
- 101.** Unless otherwise specified on any Order Form, the Merchant may terminate this Agreement for convenience upon one month's written notice to GoCardless.
- 102.** Either Party may terminate this Agreement with immediate effect: (a) where the other Party suffers an Insolvency Event; or (b) by giving notice to the other Party if the other Party commits a material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within 28 days of that Party being notified of the breach.
- 103.** GoCardless may terminate this Agreement:
 - a.** for convenience, on two months' written notice to the Merchant;
 - b.** with immediate effect if GoCardless determines, in its absolute and sole discretion, that the Merchant is not eligible to use the Service because of the risk presented to GoCardless (including, but not limited to, fraud, Chargeback or other risk, or if the Merchant is unable to satisfy GoCardless' know-your-customer checks);
 - c.** with immediate effect if GoCardless reasonably determines that the Merchant or any of its personnel have acted in a discourteous manner toward any of GoCardless' own personnel;
 - d.** in accordance with the terms of the Monitoring Programme; and
 - e.** with immediate effect, if the Merchant has undertaken a Restricted Activity or GoCardless has reasonable grounds to suspect Restricted Activities have taken place.

104. For the purpose of this Agreement, a party suffers an "Insolvency Event" if:

- a. it suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- b. it 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 of the Insolvency Act 1986 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 Insolvency Act 1986 or the equivalent legislation in any other applicable jurisdiction, or (being a partnership) has any partner to whom any of the foregoing apply;
- c. it 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 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 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.** 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 sections 104.a through 104.i inclusive; or

105. Where this Agreement is terminated, GoCardless will use reasonable endeavours to assist the Merchant in promptly moving to another direct debit supplier. Such assistance shall include but not be limited to the following actions (where to do so would not be a breach of law, regulation or applicable Payment Scheme Rules):

- a.** entering into a bulk change deed, or similar document required by the relevant Payment Scheme in order to facilitate a bulk transfer to another direct debit supplier; and
- b.** once GoCardless has received confirmation from its sponsor bank that the bulk change transfer has been approved, providing the Merchant with a machine-readable list of each of its Customers and their Payment Scheme Mandate details via a secure transfer mechanism.

106. For the avoidance of doubt the termination:

- a.** or expiry of this Online Payment Services Agreement will terminate each Order Form then in force; and
- b.** of any Order Form, in accordance with its terms, shall not affect any other Order Form or this Online Payment Services Agreement.



Consequences of Termination

When this agreement with you terminates, a number of things happen or may happen.

First, if we suspect fraud, that you are going insolvent, or we have anti-money laundering concerns, we can return any amounts we haven't already paid out to you to your customers.

We can also invoice you for any amounts you owe us, and those amounts are due immediately.

You need to read the rest of this termination provision in line with the agreement – not all rights and obligations end just because the contract has.

107. On termination of this Agreement for any reason:

- a.** in the event that GoCardless is unable or unwilling to make payments to the Merchant as a result of concerns relating to fraud, an Insolvency Event, anti-money laundering or other regulatory or legal requirements, GoCardless may refund or otherwise return, or recommend that Customers Chargeback amounts that have been collected from Customers by GoCardless but not paid out to the Merchant;
 - b.** the Merchant will not be able to initiate any further Transactions and, at GoCardless' sole discretion, may be unable to access the Service and its GoCardless Account;
 - c.** any licence relating to intellectual property granted by GoCardless to the Merchant will cease, and use of any GoCardless Marks by the Merchant must cease;
 - d.** GoCardless shall be entitled to invoice the Merchant for any amounts due to GoCardless by way of Authorised Deductions together with any outstanding Fees, and such invoice will be due and payable immediately;
 - e.** the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry; and
 - f.** sections which expressly or by implication have effect after termination shall continue in full force and effect.
-

Law and Jurisdiction

We're based in England and, as a result, we have generally chosen to have this contract governed by the laws of England and Wales. We think this is also a widely understood set of laws, suitable for international use. You also agree that any disputes will generally be heard in the English courts.

For the Regulated Terms and any disputes relating to them a different governing law or jurisdiction may apply by way of exception, if the Country-Specific Terms say so.

108. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales, unless the Country-Specific Terms state a different governing law for the Regulated Terms, in which case such governing law shall apply to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Regulated Terms.

109. The Parties agree that English courts shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement or its subject matter or formation, unless the Country-Specific Terms state a different jurisdiction for the Regulated Terms, in which case the jurisdiction referred to in the Country-Specific Terms shall have exclusive jurisdiction in respect of any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Regulated Terms.

Disputes and complaints

We hope you never have reason to, but if you do or would like to, we promise to take all complaints seriously.

You can contact us using the information set out on the [GoCardless Site](#). To determine which complaints body is able to hear any disputes or complaints about our service that you want to escalate, check out the GoCardless Site. The relevant complaints body will vary if other GoCardless affiliates (or another third party) is providing regulated portions of the service to you.

110. Should the Merchant have any concerns or complaints about the Service it must contact GoCardless using the contact information set out on the GoCardless Site, and each party commits to working with the other in good faith towards a swift resolution.

111. If GoCardless is unable to resolve a complaint to the Merchant's satisfaction, the Merchant may be able to refer the complaint to the appropriate Complaints Body as specified in the Country-Specific Terms. The Merchant can find more information about the appropriate Complaints Body (including contact details) in the Country-Specific Terms.

Data Protection

We work to a high standard of data protection and privacy compliance, which meets or exceeds the requirements set out in the General Data Protection Regulation (also referred to as the GDPR). As the GDPR sets a high standard for the processing of personal data of EU citizens and this is where GoCardless' main headquarters are based, we use the definitions and rules in the GDPR across our operations globally for consistency. However, we endeavour to meet applicable local privacy law requirements as well.

We are both 'data controllers' for the data related to your payers, and so we each have our own separate responsibilities for ensuring that payer data is protected legally and technically.

Separately, if you use a third-party service with GoCardless, you are responsible for ensuring your data is transferred to them, stored and treated in a way you're happy with (we're not responsible for this).

112. For the purposes of this Agreement, "Personal Data" and "data controller" shall have the meaning given by the GDPR.

113. GoCardless and the Merchant act as data controllers, or the equivalent under Data Protection Law, in relation to the Personal Data they process in the course of the performance of this Agreement. Each shall comply with its respective obligations under Data Protection Law for the duration of this Agreement.

114. Each Party shall not knowingly perform their obligations under this Agreement in such a way as to cause the other Party to breach any of its obligations under Data Protection Law. Neither Party shall be responsible for any consequences resulting from the other Party's failure to comply with Data Protection Law in relation to Personal Data that it shares with the other Party.

115. Each party agrees that it will:

- a.** ensure appropriate technical and organisational security measures are in place to protect Personal Data under its control;
- b.** transfer Personal Data between jurisdictions only where it has taken appropriate measures to make such a transfer lawful under Data Protection Law;
- c.** notify the other without undue delay in the event that a party receives a request, complaint or other communication from a data subject or a regulatory authority that is addressed to or intended for the other, and provide reasonable assistance where required unless prevented from doing so by law or regulation;
- d.** notify each other without undue delay in the event that they are required to notify a data protection regulator or data subject under Data Protection Law of any data breach of

Personal Data processed under this Agreement; and

- e. provide such information as may reasonably be requested by the other party from time to time concerning the measures that party has taken to ensure compliance with its obligations under this Agreement and Data Protection Law.

Maintenance

We only make money when you're processing payments!
Therefore, we aim to keep the service running, and to cause minimal disruption through maintenance.

Make sure you sign up to get notifications of upcoming maintenance!

116. GoCardless will use reasonable commercial endeavours to undertake maintenance of the Service so as not to cause disruption to the Service.

117. The Merchant may sign up for notifications of both Scheduled Maintenance and Emergency Maintenance via the online reporting tool made available by GoCardless at <http://www.gocardless-status.com/> or its replacement.

Getting in touch

If you want to get in touch with us, please do so via email or our online contact options. We can also post things to you.

It's important that we agree when exactly one of us 'receives' a communication for legal purposes (for example to help work out when a notice of termination becomes effective) – we reckon it's fair to give each of us one Business Day (that's a working day) to read such communications.

- 118.** Any notice or other communication required to be given to a party under or in connection with this Agreement must be sent in the manner set out in this Agreement.
- 119.** All notices to GoCardless must be sent via email to legalnotices@gocardless.com.
- 120.** The Merchant acknowledges and agrees that GoCardless will send all notices in connection with this Agreement to the email address of the primary administrator, as designated by the Merchant in its GoCardless Account. GoCardless may also provide the Merchant with communications, disclosures or notices relating to the Service and relating to this Agreement using the GoCardless Site, via the GoCardless Account or the API. It is the Merchant's responsibility to install or update software in order to ensure the proper functioning of its GoCardless Account or the API if instructed to do so by GoCardless.
- 121.** Any notice or other communication shall be deemed to have been duly received the next Business Day following the notice being communicated.

Change of circumstances

We need to know who we're dealing with and making payments to. Therefore, if your circumstances change – for example, ownership of controlling stake in your company changes, you need to let us know. We'll then get in touch with you to re-run some checks.

If we can't work with you because of your change in circumstances, we can terminate the agreement between us.

- 122.** The Merchant will give GoCardless at least 30 days' notice of any proposed change of business, product or service type, trade name or other significant change in business practices or solvency.
- 123.** The Merchant will also inform GoCardless immediately of any Insolvency Event and include GoCardless as a creditor in relation to any insolvency proceedings.
- 124.** Should the Merchant undergo a change of Control, the Merchant must immediately notify GoCardless of that change of Control and provide the details of the new party with Control
- 125.** Following a change of Control:
 - a. GoCardless will be required to run anti-money laundering checks on the Merchant, taking into account the new party with Control, for which the Merchant agrees to provide all information reasonably requested by GoCardless; and
 - b. should the Merchant, following the change of Control, not be able to meet GoCardless' anti-money laundering or other legal or regulatory requirements, GoCardless may immediately terminate this Agreement.

General

As you've probably noticed, this agreement is in English and we should communicate in English elsewhere too.

The legal terms, to the right, are all the terms between us and you and we agree that anything we or anyone else has said about GoCardless, that is not in this contract, hasn't factored in to your deciding to use us, and nor do any such comments form part of this agreement.

We've also set out some standard legal terms here that ensure the agreement functions as intended.

126. LANGUAGE. It is the express wish of the parties that this Agreement and any directly or indirectly related documents and/or correspondence relating to it be drawn up in English.

127. ENTIRE AGREEMENT. The parties agree that this Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral, in respect of its subject matter.

128. CONFLICT. If there is any conflict or ambiguity between the terms of this Agreement, a term contained in a document higher in the following list shall have priority over one contained in a document lower in the list:

- a. Regulated Terms;
- b. Country-Specific Terms;
- c. Product-Specific Terms;
- d. Any Written Amendments
- e. This Online Payment Services Agreement;
- f. Any Order Form; and
- g. Any Signature Form.

129. VARIATION FOR CONVENIENCE.

GoCardless may change or add to the terms of this Agreement and may change, remove, or insert conditions on the use of any feature or element of the Service and, where required to do so, GoCardless will give the Merchant two months' prior notice of the changes. Such notice may be given on the GoCardless Site or any other website GoCardless owns or maintains and through which the Service is provided. By continuing to use the Service, and unless the Merchant notifies GoCardless otherwise before the date of any proposed change, the Merchant will be deemed to have accepted any such changes. If the Merchant objects to any change, it may terminate this Agreement immediately and without penalty before the date the relevant change is implemented.

Please note that if the Merchant is not a Micro-Enterprise then this section will not apply to it, meaning that GoCardless may change or add to the terms of this Agreement immediately on notice given to the Merchant.

130. VARIATION REQUIRED BY LAW. GoCardless will not be required to provide notification in the manner set out in section 129, where it is necessary for GoCardless to amend this Agreement in order to comply with applicable law or regulation. In such event, the Merchant agrees that any amendment to this Agreement will be deemed incorporated into this Agreement and effective immediately.

131. NON-RELIANCE. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement, except in the case of fraudulent misrepresentation. No Party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

132. FORCE MAJEURE EVENT. For the purposes of this Agreement, "**Force Majeure Event**" means an event beyond the reasonable control of the affected party, including but not limited to 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, breakdown of plant or machinery, fire, flood or storm. Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

133. WAIVER. A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

134. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

135. SEVERANCE. If a court or any other competent authority finds any provision of this Agreement (or part of any provision) to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

136. NO PARTNERSHIP. Nothing in this Agreement is intended to, or shall be deemed to constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another Party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way. Neither the Merchant nor GoCardless will suggest or claim any sponsorship, endorsement or affiliation with the other party, unless such a relationship is governed by a separate agreement.

137. ASSIGNMENT AND SUBCONTRACTING. GoCardless may assign its rights under this Agreement or subcontract its obligations under it to a third party. The Merchant may not do these things without GoCardless' written consent, and the Merchant may not grant any security over this Agreement. Should GoCardless agree to any assignment of this Agreement by the Merchant, any assignee must satisfy GoCardless' Verification process; and must provide reasonable information and assistance to GoCardless in order to set up the GoCardless Account, including the Account Information. Where GoCardless subcontracts to, or procures the performance of any of its obligations under this Agreement from, a third party (whether such third party is an Affiliate of GoCardless, or otherwise), GoCardless will remain responsible for all acts and omissions of such third party to the extent that, had such act or omission been the fault of GoCardless, GoCardless would be liable to the Merchant (whether in contract, tort (including negligence) or otherwise) in connection with this Agreement.

138. THIRD PARTY RIGHTS. Other than as expressly set out in this Agreement, a person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

139. CONFIDENTIALITY. “Confidential Information” means GoCardless pricing information, GoCardless technical information and any information disclosed, or being disclosed in the future, by GoCardless to the Merchant related to the provision or use of the 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. The Merchant may use Confidential Information solely to perform its obligations or exercise its rights under this Agreement. The Merchant will not disclose, or permit to be disclosed, Confidential Information to any third party without GoCardless’s prior written consent, except that the Merchant may disclose Confidential Information solely to the Merchant’s employees, Affiliates, agents or professional advisers who have a need to know and who are bound to keep that information confidential under confidentiality requirements consistent with this Agreement. The Merchant agrees to exercise due care in protecting Confidential Information from unauthorised use and disclosure, and at a minimum will use at least the degree of care a reasonable person would use. The foregoing will not apply to any information that: (a) was in the public domain at the time it was communicated to the Merchant by GoCardless; (b) entered the public domain after the time it was communicated to the Merchant by GoCardless through no fault of the Merchant; (c) was in the Merchant’s possession free of any obligation of confidence at the time it was communicated to the Merchant by GoCardless; (d) was rightfully communicated to the Merchant free of any obligation of confidence after the time it was communicated to the Merchant by GoCardless; (e) was developed by employees or agents of the Merchant independently of and without reference to any information communicated to the Merchant by GoCardless; or (f) is expressly permitted to be disclosed under the terms of this Agreement. The Merchant may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or

other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives GoCardless as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this section, it takes into account the reasonable requests of GoCardless in relation to the content of such disclosure.

Definitions

Acceptable Claim Percentage means each of the Claim Frequency Percentage and Claim Value Percentage being less than 1%.

Account Details means the passwords, email addresses and other details used by the Merchant to access its GoCardless Account and/or the API.

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

API means the application programming interface via which the Service may be integrated into the Merchant Website(s).

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

Additional Costs means (a) any costs or charges incurred by GoCardless in respect of any Unauthorised Payment Orders or Incorrectly Executed Payment Orders; and (b) any costs or fees incurred by GoCardless in relation to the cancellation or failure of any Payment Orders, in each case other than as a result of fault or failure of GoCardless.

Aggregated Service means a direct debit service facilitated by GoCardless that allows the Merchant to be identified under the GoCardless Payment Scheme Identifier, such that GoCardless appears as the transacting party on a relevant Customer's bank statements, and where all relevant Payment Orders will result in funds flowing to and from the GoCardless Bank Account.

Authorised Deductions means (a) any refunds to a Customer processed by GoCardless at the Merchant's request; (b) any Chargebacks and/or indemnity claims made by a Customer under a Payment Scheme guarantee (such as the UK direct debit scheme guarantee) or otherwise; and (c) any Failures.

Authorised Users means such of the Merchant's employees, officers, consultants and other personnel who use the Merchant's GoCardless Account on the Merchant's 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.

Case Studies has the meaning given in section 30 of this Agreement.

Chargeback means any claim by a Customer having the effect of a Transaction being reversed such that funds are deducted from the GoCardless Bank Account in relation to that Transaction, including via any means prescribed by the relevant Payment Scheme, including the direct debit guarantee.

Claim Frequency Percentage means the percentage given by dividing (a) the total number of Chargebacks by (b) the total number of all Transactions, in each case in relation to the 30 day period (or, where the Service has been provided for a shorter period, such shorter period) immediately prior to such calculation being performed.

Claim Percentages means both the Claim Frequency Percentage and the Claim Value Percentage.

Claim Value Percentage means the percentage given by dividing (a) the total value of Chargebacks, by (b) the total value of all Transactions, in each case in relation to the 30 day period (or, where the Service has been provided for a shorter period, such shorter period) immediately prior to such calculation being performed.

Connected Merchant Agreement means the GoCardless Connected Merchant Agreement set out at <https://gocardless.com/legal/connected-merchant-agreement/> as updated or replaced, from time to time.

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.

Country-Specific Terms means the terms located at <https://gocardless.com/legal/country-specific> as updated or replaced from time to time.

Customer means a customer of the Merchant.

Data Protection Law means the laws, regulations or adopted codes of practice applicable to the Service relating to data protection, privacy, security or electronic communications. This may include the General Data Protection Regulation (EU) 2016/679 or an applicable local equivalent.

Default means any act, event, omission or negligent act or statement which results in the relevant defaulting Party, its employees, agents or subcontractors incurring a liability to the other Party under or in connection with this Agreement, including liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence) or breach of statutory duty.

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

Facilities Management Service means a direct debit service facilitated by GoCardless that allows the Merchant to be identified via a unique Payment Scheme Identifier that is managed by GoCardless on the Merchant's behalf, such that the Merchant is identified to a Customer on that Customer's bank statements, but where all relevant Payment Orders will result in funds flowing to and from the GoCardless Bank Account.

Failures means any collections attempted from Customers by GoCardless, on behalf of the Merchant, that do not result in a Successful Transaction, or that are initially a Successful Transaction that is later reversed by the Customer's bank or payment service provider.

Fees means:

- (a) the fees set out on any Order Form signed by the Merchant and GoCardless; and
- (b) where no Order Form has been entered into by the parties:
 - (i) where the Merchant uses the Service via the API or the GoCardless dashboard (including where the Merchant makes use of the FX Feature), the fees relating to the Service plan which the Merchant has signed up to set out at <https://gocardless.com/legal/pricing> and all related fees as set out on that page (including, but not limited to any fees for Failures, Chargebacks or high value transactions), and its replacement from time to time (unless otherwise specifically agreed); or
 - (ii) where the Merchant uses the Service through a third party's software service that connects directly to its GoCardless Account via the API or some other mechanism, the fees as agreed between GoCardless and that third party in relation to those Transactions or a monthly fee, as notified by that third party or GoCardless (whose determination will be final), to the Merchant, in writing.

References to Fees in this Agreement includes references to all applicable transaction and monthly fees and to any applicable Additional Costs. With effect from the VAT Effective Date all Fees are exclusive of any VAT and references to Fees shall include reference to an amount equal to any VAT chargeable thereon which shall be payable in addition to such Fees (as appropriate and including all or any such Fees payable by way of deduction or otherwise) subject to delivery of a valid VAT invoice where required by applicable VAT laws.

Force Majeure Event has the meaning given in section 131 of this Online Payment Services Agreement.

FX Feature has the meaning given in the Product-Specific Terms.

GoCardless means either (a) GoCardless Ltd, a company registered in England and Wales with company number 07495895 and registered office address at Sutton Yard, 65 Goswell Road, London, United Kingdom EC1V 7EN and authorised by the Financial Conduct Authority under the Payment Services Regulations 2009 (No 597190) for the provision of payment services; or (b) any of GoCardless Ltd.'s Affiliates notified to the Merchant in writing as being the entity responsible for providing the Service to the Merchant under the Regulated Terms.

GoCardless Account means the online account or accounts provided by GoCardless to the Merchant, from which Payment Orders can be arranged. Where GoCardless provides the Merchant 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 the Merchant, 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 Merchants in a manner consistent with applicable law and regulation - for example, segregated from GoCardless' own funds where required.

GoCardless Marks has the meaning given in section 27 of this Online Payment Services Agreement.

GoCardless Site means GoCardless' website at <https://gocardless.com> or such replacement website as may be notified to the Merchant from time to time.

Good Industry Practice means, in relation to the 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) the Merchant's GoCardless Account which has not been executed or has not been correctly executed.

Legal Process Request has the meaning given in section 76 of this Online Payment Services Agreement.

Loss 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.

Lump Sum Refund Feature has the meaning given in section 50 of this Online Payment Services Agreement.

Merchant means either:

- (a) where the parties have entered into an Order Form with each other, the party identified as the "Merchant" on the Signature Form accompanying the Order Form; and
- (b) in the absence of any Order Form entered into between the parties, the legal entity that is registered as the owner of the GoCardless Account.

Merchant's Marks means the logos and trade marks owned by the Merchant or its Affiliates.

Merchant Website means the website operated by the Merchant from time to time.

Micro-Enterprise means a business that employs less than 10 people and has annual turnover and/or an annual balance sheet which does not exceed €2 million (or the equivalent non-EUR amount).

Monitoring Programme means the monitoring of the Merchant's GoCardless Account by GoCardless, together with resultant effects and requirements, as set in sections 93 to 99 of this Online Payment Services Agreement, inclusive.

Nominated Account means the bank account to which the Merchant has requested GoCardless to pay sums held by GoCardless on its behalf, being an account that is held in the name of the Merchant.

Online Payment Services Agreement means the terms that make up this online payment services agreement as entered into between the parties.

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

Party means each of GoCardless and the Merchant, and parties means both of them.

Payment Date means, in relation to a Payment Order, the date on which the Merchant has requested payment to be taken from the Customer.

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 request made by the Merchant via its GoCardless Account for payment to be made either, as the context admits or requires, from the Merchant to a named payee or from a Customer to the Merchant, in each case in a specified amount and, where relevant, on a specified date.

Payment Pages means the webpages 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 Payment Scheme Mandate, Payment Order or Transaction, the underlying payment system, being one of those identified on the Payment Scheme Timings Page, and Payment Schemes means all of them.

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, including a "Service User Number" under the UK BACS Direct Debit scheme, and a "Credit Identifier" for the SEPA scheme.

Payment Scheme Mandate means with respect to any relevant part of the Service the authority provided by the Customer which authorises the Merchant to take payment from the Customer's bank account and pursuant to which the Merchant will make Payment Orders, in accordance with the rules of the relevant Payment Scheme.

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 the Merchant 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.

Personal Data has the meaning given to that term in section 112 of this Agreement.

Product-Specific Terms means the terms set out at <https://gocardless.com/legal/product-terms> (as updated or replaced from time to time) that set out specific additional terms for certain products or features offered by GoCardless to its Merchants.

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

Regulated Entity has the meaning given to it in the Regulated Terms.

Regulated Services has the meaning given in section 4 and as further described in the Regulated Terms.

Regulated Terms means the terms located at <https://gocardless.com/legal/regulated-terms> (as updated or replaced from time to time) that set out how GoCardless provides the Regulated Services to the Merchant.

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

Service means the service provided by GoCardless in relation to the provision of the GoCardless Account and the processing of Payment Orders, being one or more of the Aggregated Service, Facilities Management Service or any other service as indicated on an Order Form.

Signature Effective Date is the date upon which all documents listed in any Signature Form become effective, and is given in the Signature Form.

Signature Form means the document(s) entitled "Signature Form" (if any) and referencing this Online Payment Services Agreement and/or listing any other documents to be entered into by GoCardless and the Merchant (including without limitation, any Order Form or amendments to this Agreement).

Successful Transaction means Transactions, excluding Failures.

Transaction means the receipt by the Merchant of a payment from a Customer, pursuant to a Payment Order.

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

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.

VAT Effective Date means either:

- (a) where the parties have entered into an Order Form with each other, the Signature Effective Date; or
- (b) in the absence of any Order Form entered into between the parties:
 - (i) where the Merchant signed up to the Service on or after 15 August 2019, the sign-up date; or
 - (ii) where the Merchant signed up to the Service before 15 August 2019, 7 November 2019.

Written Amendment means any written amendment to this Online Payment Services Agreement as listed on any Signature Form executed by the parties.