

GoCardless

DEFINITIONS DOCUMENT

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Authorised Users means your employees, officers, consultants and other personnel who access the Dashboard and use your GoCardless Account and the Services on your behalf.

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

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

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

Commencement Date means the date: (a) set out in the Signature Form; (b) on which you sign up for a GoCardless Account; or (c) the date on which you start using any Service, as applicable.

Committed Contract means where the Agreement between you and GoCardless involves the payment of Commitment Fees by you to GoCardless.

Commitment Fees has the definition given to it in the Order Form.

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

Connected Merchant means an entity who uses the Services through an Integration Partner and who has entered into a [Connected Merchant Agreement](#) as well as this Agreement.

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

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

Contract Year means the twelve (12) month period running from the Planned Go-Live Date, or the Commencement Date if no Planned Go-Live Date is stipulated, and each subsequent twelve (12) month period.

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.

Customer means your customer (i.e. the person you sell your goods and/or services to).

Customer Currency means the local currency of the Customer.

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

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

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

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

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

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functioning; or (d) that would damage or corrupt data, storage media, programmes, equipment or communications, or otherwise interfere with operations.

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

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

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

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

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

Existing Schemes means all Payment Schemes which are live and operational for the purposes of the Services as at the Commencement Date.

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

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

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

Fees means: (a) the fees relating to the Pricing Plan you have signed up to and set out on the Legal Pricing Page and all related fees as set out on the Legal Pricing Page including all applicable Transaction Fees, Add-On Feature Fees, Direct Settlement Fees and any applicable Ancillary Fees, or any Fees for additional Services as communicated to you; or (b) the fees set out in any Order Form signed by you and GoCardless.

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

Future Scheme means any Payment Scheme which GoCardless makes available to you after the Commencement Date which is not an Existing Scheme.

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

General Terms means the General Terms between you and GoCardless.

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

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

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

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

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

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

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

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

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

Initial Term means the period commencing on the Planned Go-Live Date and ending on the expiry date of the Initial Term, as set out in any Order Form.

Insolvency Event means where: (a) a Party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; (b) a Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123(1)(e) or 123(2) of the Insolvency Act 1986 (**IA86**) as if the words “it is proved to the satisfaction of the court” did not appear in sections 123(1) or 123(2) of the IA86 or the equivalent legislation in any other applicable jurisdiction, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA86 or the equivalent legislation in any other applicable jurisdiction, or (being a partnership) has any partner to whom any of the foregoing apply; (c) a Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that Party with one or more other companies or the solvent reconstruction of that other party; (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that Party with one or more other companies or the solvent reconstruction of that other party; (e) that Party (being an individual) is the subject of a bankruptcy petition or order; (f) a creditor or encumbrancer of that Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days; (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over that Party (being a company); (h) a floating charge holder over the assets of that Party (being a company) has become entitled to appoint or has appointed an administrator or an administrative receiver; (i) a person becomes entitled to appoint a receiver over the assets of that Party or a receiver is appointed over the assets of the other Party; (j) a Party applies to court for, or obtains, a moratorium under Part A1 of the IA86 or (k) any event occurs or proceeding is taken with respect to that Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (j) above.

Integration Partner means a third party who provides a software service which connects Connected Merchants with their GoCardless Accounts via the API or some other mechanism.

Intellectual Property Rights means any proprietary or licensed-in patents, trademarks, service marks, domain

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names, names, images, logos, registered designs, utility models, design rights, moral rights, topography rights, rights in databases, copyright, software (both source and object code), incentives, trade secrets and rights of a similar or corresponding nature in any part of the world (whether or not registered or capable of registration) and all applications and rights to apply for or for the protection of any of the above.

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

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

Legal Pricing Page means the page on the GoCardless Site which sets out the Fees. The Legal Pricing Page found [here](#) applies to Merchants who can see on their Dashboard reference to either standard_v3, advanced_v3 or pro_V3. The Legal Pricing Page [here](#) applies to all the other Merchants.

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

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

Mandate Level Refund Feature means a specific type of Refund functionality which you may be entitled to use and/or have access to which enables you to initiate a Refund which relates to more than one Transaction at a time, via a single Payment Order.

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

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

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

MFA means multi-factor authentication.

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

Nominated Account means the bank account in your name to which you have requested GoCardless pays sums held by GoCardless on your behalf.

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

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

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

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

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

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where the Service involves a Payment Initiation Service provided by GoCardless to the Customer, the Payment Order means the request made by the Customer for a payment to be made to you using the Payment Initiation Service provided by GoCardless to the Customer, enabling a payment to be made from the Customer's bank account. Any Payment Order requested by a Customer using the Payment Initiation Service would be pursuant to a request sent to the Customer by you for a payment to be made in this way.

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

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

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

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

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

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

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

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

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

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

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

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

Pricing Plan means each pricing plan set out in the Product Description Document.

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

Product Description Document means the document which sets out a description of the Pricing Plans, each of the Services and the provider of the Services and which can be found [here](#).

PSRs means the Payment Services Regulations 2017.

Reasonable Use means your obligation not to use any Service in an abusive or unduly burdensome manner as determined by GoCardless, acting reasonably. For the avoidance of doubt, a Failure rate of 10% (or greater) of the total number of Transactions that you have attempted to have processed, for a period exceeding three (3) months, will not constitute Reasonable Use.

Refund means an action initiated by you and facilitated by GoCardless to refund the amount of a Transaction to a

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Customer.

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

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

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

Renewal Commitment Fee means: (a) where the Commitment Fee is charged per Contract Year, the Commitment Fee for the last Contract Year of the Initial Term; or (b) where the Commitment Fee is charged per month, the Commitment Fee for the last month of the last Contract Year of the Initial Term.

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

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

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

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

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

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

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

Subscription Term means the Initial Term for the subscription to the applicable Pricing Plan and/or Services, as specified in the relevant Order Form, and each subsequent Renewal Term (if any)

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

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

TPSP means third party service provider.

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

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

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

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

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

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

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

INTERPRETATION

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