

Website terms of use

These terms and conditions became effective on 8 September 2016. Please email help@gocardless.com if you require a copy of any terms that were applicable immediately prior to this date.

Please read these terms and conditions carefully before using this site.

1. Terms of use

- 1.1 This terms of use (together with the documents referred to in it) tells you the terms of use on which you may make use of our website <https://gocardless.com> (our site), whether as a guest or a registered user. Use of our site includes accessing, browsing, or registering to use our site.
- 1.2 Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference.
- 1.3 By using our site, you confirm that you accept these terms of use and that you agree to comply with them.
- 1.4 If you do not agree to these terms of use, please do not register for or use this site.

2. Other applicable terms

- 2.1 Your use of our service is subject to these terms in their entirety and by using the service you agree to be bound by them.
- 2.2 You need to register with us to fully access the service and provide as a minimum your proper name, e-mail address, and a password. The details provided by you on registration or changed at any later time must be correct and complete.
- 2.3 Our use of your personal information submitted to us via the website or otherwise is governed by our Privacy Policy. Our Privacy Policy can be found at <https://gocardless.com/legal/privacy/>. Please see our Privacy Policy for more information on cookies and the data we collect.
- 2.4 You must inform us immediately of any changes to this information by updating your personal details via the website. The company may contact you periodically to confirm that your registration details are up-to-date.
- 2.5 You are the only person who is permitted to use your username and password; you must keep them confidential and not disclose or share them with anyone else.
- 2.6 If you know or suspect that someone else knows your username and password you should notify us by using the Contact Us form on the website.

- 2.7 If the company believes that there is a breach of security or misuse of the service, we may require you to change your password or we may terminate your account.

3. Severability

- 3.1 Each of the provisions of these terms and conditions is distinct and severable from the others. If at any time one or more of those provisions is or becomes invalid, unlawful or unenforceable (whether wholly or partly), the validity, lawfulness and enforceability of the remaining provisions (or the same provision to any other extent) will not be affected or impaired in any way.
- 3.2 We may agree to amend these terms and conditions in order to ensure the terms are valid, lawful and enforceable.

4. Information about us

<https://gocardless.com> is a site operated by GoCardless Limited ("We"). We are registered in England and Wales under company number 07495895 and have our registered office at Sutton Yard, 65 Goswell Road, London EC1V 7EN.

5. Changes to these terms

- 5.1 We may revise these terms of use at any time by amending this page.
- 5.2 Please check this page from time to time to take notice of any changes we made, as they are binding on you.
- 5.3 Any changes to the terms and conditions to access the site will be uploaded to the site directly. By continuing to use the site, you agree to be bound by the updated terms and conditions.

6. Change to our site

- 6.1 We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.
- 6.2 We do not guarantee that our site, or any content on it, will be free from errors or omissions.

7. Accessing our site

- 7.1 Our site is made available free of charge.

- 7.2 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- 7.3 You are responsible for making all arrangements necessary for you to have access to our site.
- 7.4 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.
- 7.5 Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate or available in other locations. We may limit the availability of our site or any service or product described on our site to any person or geographic area at any time. If you choose to access our site from outside the United Kingdom, you do so at your own risk.

8. Intellectual property rights

- 8.1 All the Intellectual Property Rights (as defined below) in the website and the information on the website provided by us to you (excluding your account information) shall vest and remain vested in us or the third party owners. For the purposes of these terms & conditions, "**Intellectual Property Rights**" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world
- 8.2 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 8.3 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- 8.4 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 8.5 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 8.6 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

- 8.7 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 8.8 Subject to these terms and conditions, you hereby agree that any information, photos, material or drawings you upload to the site is uploaded on a nonexclusive basis. You hereby grant us a nonexclusive, irrevocable right to use such materials as we see fit without any royalty.

9. No reliance on information

- 9.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely.
- 9.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

10. Limitation of our liability

- 10.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
- 10.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.
- 10.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- 10.4 use of, or inability to use, our site; or
- 10.5 use of or reliance on any content displayed on our site.
- 10.6 If you are a business user, please note that in particular, we will not be liable for:
- 10.7 loss of profits, sales, business, or revenue;
- 10.8 business interruption;
- 10.9 loss of anticipated savings;
- 10.10 loss of business opportunity, goodwill or reputation; or
- 10.11 any indirect or consequential loss or damage.

- 10.12 If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.13 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.
- 10.14 We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

11. Viruses

- 11.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 11.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.
- 11.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

12. Linking to our Site

- 12.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 12.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 12.3 You must not establish a link to our site in any website that is not owned by you.
- 12.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 12.5 We reserve the right to withdraw linking permission without notice.
- 12.6 If you wish to make any use of content on our site other than that set out above, please contact help@gocardless.com.

13. Third party link and resource in our site

- 13.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.
- 13.2 We have no control over the contents of those sites or resources.

14. Applicable law

- 14.1 If you are a consumer, please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 14.2 If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

15. Contact us

To contact us, please email help@gocardless.com.

Thank you for visiting our site.