

These Mobile Wallet Enablement Service Terms form part of, and are subject to, the terms and conditions of the Agreement. Any capitalised words not defined herein shall have the same meaning as in the Agreement and apply whenever you choose Cardholder Wallet/Mobile Wallet (Apple Pay, Google Pay or Samsung Pay) Enablement services in an Application Form or Order, or otherwise requested or use Cardholder Wallet Enablement from us.

MOBILE WALLETS (CARDHOLDER WALLET ENABLEMENT)

The following terms and conditions apply to the Mobile Wallet services we provide, including Apple Pay, Google Pay and Samsung Pay, and form part of the Agreement.

“Mobile Wallet” or “Cardholder Wallet Enablement”: a service provided by Worldpay that enables Merchant to display to an Eligible Cardholder in Merchant’s online checkout functionality or point of sale terminal a facility for the Eligible Cardholder to use a Wallet Services for the purpose of a Transaction, as further described in the Merchant Operating Instructions and the Order/Application Form and to the extent that Worldpay allows in its sole discretion.

“Eligible Cardholder”: a Cardholder that a Participating Issuer and/or the relevant Wallet Provider and/or other Enabling Network has designated as eligible to use a given Wallet Service.

“Enabling Network”: as defined elsewhere in this Agreement, including for the purpose of these Cardholder Wallet **Enablement** Service Terms, any Wallet Provider or Participating Issuer.

“Merchant Operating Instructions”: as defined elsewhere in this Agreement, including all Cardholder Wallet **Enablement** service documentation made available by Worldpay from time to time.

“Participating Issuer”: a Card Issuer that participates in a given Wallet Service.

“Wallet Provider”: a third party that provides a given Wallet Service to an Eligible Cardholder.

“Wallet Service”: a service offered and/or provided by a Wallet Provider to an Eligible Cardholder that enables the Eligible Cardholder to store Card data with the Wallet Provider and use, manage and/or transmit the stored Card data in tokenised form for the purpose of processing a Transaction.

1. Unless otherwise stated in this Agreement, Fees for Cardholder Wallet Enablement in respect of a given Wallet Service (where recorded this Agreement) are charged per approved Transaction following the use by the Eligible Cardholder of the given Wallet Service for that Transaction. Any additional amounts levied by participating Wallet Providers or other Enabling Networks in respect of Cardholder Wallet Enablement (which may be subject to change without notice) will be charged on a pass-through basis as a Fee.
2. Cardholder Wallet Enablement is subject to: (a) Worldpay’s formatting, standards and timeframes; (b) Worldpay first securing Merchant’s registration with the participating Wallet Provider and/or other participating Enabling Networks, which may be withdrawn or withheld at any time; (c) where required by a relevant Enabling Network (including a Wallet Provider), Merchant entering into a

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Worldpay (UK) Limited (CRN: 07316500 and FCA FRN: 1031413) is authorised by the Financial Conduct Authority (FCA) under the Electronic Money Regulations 2011 and is authorised and regulated by the FCA for consumer credit activities (FRN: 712965). Worldpay Limited (CRN: 03424752 and FRN: 504504) and Worldpay AP Ltd. (CRN: 05593466 and FRN: 502597) are authorised by the FCA under the Payment Service Regulations 2017. Each of Worldpay (UK) Limited, Worldpay Limited and Worldpay AP Ltd may offer both regulated and unregulated products and is registered in England & Wales with registered office at The Walbrook Building, 25 Walbrook, London, EC4N 8AF. | Worldpay B.V. (KvK: 60494344) may offer both regulated and unregulated products and is authorised and regulated by De Nederlandsche Bank (relation number R128924). Worldpay B.V. is registered in the Netherlands with its registered office at De Entree 248, 1101 EE, Amsterdam.



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- separate contract with the Enabling Network in relation to the relevant Wallet Service; and (d) completion of integration in accordance with the Service documentation and Worldpay's instructions to Worldpay's reasonable satisfaction.
3. Where Merchant submits a Transaction with a token in a specific format derived from a given Wallet Service, Worldpay may relay messages related to that Transaction (which may include post-Transaction events) in the same format. Where no token is available, Worldpay shall process Transactions without a token.
 4. Merchant shall only use Cardholder Wallet Enablement for its legitimate business purposes and shall not reproduce, adopt, translate, arrange, sell, transfer, distribute or otherwise make any part or derivative of Cardholder Wallet Enablement available to a third party. Any marketing conducted by Merchant shall not state or imply that either Merchant or Worldpay provides any Wallet Service to Cardholders.
 5. Worldpay may use automated processes to provide Cardholder Wallet Enablement. Merchant is solely responsible for obtaining any necessary consent from any Cardholder, Wallet Provider or Enabling Network and compliance with all applicable Law, ordinances, regulations, and rules regarding all aspects of the automated processes.
 6. Cardholder Wallet Enablement may rely upon data and services used and/or operated by third parties outside of Worldpay's control (which shall be deemed to be Enabling Networks for the purpose of these Cardholder Wallet Enablement Service Terms). Cardholder Wallet Enablement is subject to availability depending on Worldpay's prevailing arrangements with and actions and omissions of the Wallet Providers and other Enabling Networks supporting Cardholder Wallet Enablement at any given time. Cardholder Wallet Enablement is provided "as is" without warranties or representations of any kind, either express or implied. Worldpay does not assume, and expressly disclaims, any liability to any person or entity for loss or damage caused by errors or omissions in Cardholder Wallet Enablement.
 7. Cardholder Wallet Enablement may be modified or enhanced at any time and/or ceased upon written notice subject further to the rest of this paragraph. Worldpay may alter, suspend or terminate Cardholder Wallet Enablement, including changing the feature functionality set(s) at any time. Worldpay will provide at least 30 days' prior written notice of such alteration, suspension or termination to Merchant, unless any Enabling Network, Network Rules making body, Regulatory Authority or applicable Law mandates or causes a shorter timeframe for the alteration, suspension or termination, in which case Worldpay will provide as much notice as it is reasonably practicable to provide. A decision to opt-out of Cardholder Wallet Enablement is Merchant's sole remedy with regard to any change to Cardholder Wallet Enablement. Worldpay may immediately and without liability cease providing Cardholder Wallet Enablement if it reasonably determines that Merchant is in breach of these Cardholder Wallet Enablement Service Terms. Worldpay may immediately and without liability terminate or suspend Cardholder Wallet Enablement in full or in part: (a) upon the request of a Regulatory Authority or Enabling Network; (b) to the extent that Worldpay has reasonable concerns that the use of Cardholder Wallet Enablement or a given Wallet Service violates applicable Law or Network Rules; or (c) otherwise as required in Worldpay's reasonable discretion. Termination of these Cardholder Wallet Enablement Service Terms does not automatically terminate this Agreement.

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