

General Terms

1. Provision of the Services

- 1.1. In consideration of you paying the Fees and subject to your compliance with the terms and conditions of this Agreement, we will provide the Services to you.
- 1.2. Unless we agree otherwise, the Services can only be used in relation to eCommerce Transactions.
- 1.3. The Services are governed by the relevant Service Terms, in addition to the other terms and conditions of this Agreement.
- 1.4. We will provide the Services using reasonable care and skill and in compliance with Applicable Law and Payment Scheme Rules.

2. Merchant Information

- 2.1 You must provide any information we request in the Application Form or otherwise for meeting our business or legal requirements ("**Merchant Information**").
- 2.2 If there are any changes to any Merchant Information, you must immediately notify us.

3. Your obligations

- 3.1 You must at all times:
 - (a) comply with the terms and conditions of this Agreement;
 - (b) comply with the Payment Scheme Rules;
 - (c) comply with Applicable Law, including those applying to your sale of any goods and/or services and Transactions;
 - (d) only accept payments from and/or make Refunds to Payers in connection with goods and/or services which you have sold and supplied as principal to those Payers, and only pay Refunds to the Payers using the same payment method used by the Payers for the original payment Transaction. We may refuse to process a Refund if it does not comply with this Agreement or Applicable Law. Unless we are not allowed to do so, we will aim to notify you why we have refused to do so;
 - (e) only accept payments and/or make Refunds in respect of goods and/or services of the types we have approved in the Application Form;
 - (f) only accept Recurring Transactions when we have agreed in writing that you may do so;
 - (g) comply with the Payment Scheme Rules, Applicable Law and any other requirements under this Agreement or which we may request relating to Recurring Transactions, including:
 - (i) obtaining a Recurring Transaction Authority from the relevant Payer for each Recurring Transaction;
 - (ii) complying with all advanced notice requirements to the relevant Payers;
 - (iii) not seeking to process a Recurring Transaction from any Payer once their relevant Recurring Transaction Authority has expired or the Payer has notified you that they wish to cancel their Recurring Transaction Authority;

- (h) have a permanent establishment or business registration in the UK, which you accept is the only territory where the Services are provided;
- (i) pay all relevant Taxes as required by Applicable Law and Payment Scheme Rules relating to the Transactions submitted to us;
- (j) co-operate with any request we make to ensure we can comply with Applicable Law and/or Payment Scheme Rules;
- (k) promptly provide to us any Merchant Information we reasonably request or require in order to perform our obligations or assess financial or other risks in connection with any Services;
- (l) assist us in handling any claim or query raised by any Payer, Payment Scheme or other third party in relation to the Services and/or any Transaction;
- (m) before entering into a Transaction, clearly and prominently inform the Payer of:
 - (i) your identity at all points of interaction, so that the Payer can readily identify you as the Transaction counterparty;
 - (ii) a complete description of the goods and/or services offered;
 - (iii) your terms and conditions of sale (and the length of any trial period) including delivery, returns, refunds and cancellation policies relevant to your good and/or services;
 - (iv) the date on, and currency in which, your charges will commence;
 - (v) your complaints procedure, physical address, website address and contact details;
 - (vi) your privacy policy;
 - (vii) any other information required under Applicable Law and Payment Scheme Rules; and
- (n) reimburse us promptly for any sums which have been paid to you but which you are not entitled to under this Agreement;
- (o) notify us immediately of any Change of Control impacting and/or if you become Insolvent and/or when you breach this Agreement (including providing us with details of the nature of the breach).

4. Representations and warranties

- 4.1 To the maximum extent permitted by Applicable Law, we disclaim all warranties, conditions, terms, obligations, undertakings, representations and guarantees that are not set out in this Agreement (whether express or implied, applying under law or otherwise) with respect to the Services, including those related to availability, satisfactory quality, non-infringement, fitness for a particular purpose or otherwise.
- 4.2 Each Party represents and warrants to the other Party that at all times during this Agreement:
 - (a) it has the necessary authority to enter into and perform this Agreement;
 - (b) it has all necessary licences and approvals to perform its obligations under this Agreement and to operate its business in accordance with this Agreement and Applicable Law; and

- (c) there is no legal or regulatory investigation pending or, to the best of its knowledge, threatened against it that might affect its ability to carry out its obligations under this Agreement.

4.3 You also represent and warrant to us that at all times during this Agreement:

- (a) you will not use the Services to carry out any unlawful or fraudulent activities;
- (b) you and your directors, shareholders and other beneficial owners are not subject to any sanctions imposed by any Regulatory Authority;
- (c) all Merchant Information (and any changes) provided to us is fully accurate, up to date and complete;
- (d) you will not resell any Services, in whole or in part, or allow any third party to use any of the Services;
- (e) you will only use the Services in accordance with this Agreement.

5. Merchant Platform

- 5.1 We will provide you with access to the Merchant Platform via your Merchant Platform Account.
- 5.2 You are solely responsible for registering and deregistering each Authorised User, setting or amending their permissions and for their acts and omissions, including any information or instructions they provide to us via your Merchant Platform Account.
- 5.3 You must ensure you and each Authorised User keep each Access Code secure and do not disclose them to any other person (including to another Authorised User).
- 5.4 You must immediately notify and cooperate with us if you or any Authorised User knows or suspects that any Access Code has been compromised or if any person other than an Authorised User has accessed your Merchant Platform Account.
- 5.5 You are responsible for all Losses resulting from any unauthorised activity in connection with your Merchant Platform Account (including the unauthorised use of any Access Code).
- 5.6 While we may display your Transactions in your Merchant Platform Account (which you may download, save, print or store, and should do so securely) and otherwise provide certain information to you in accordance with Applicable Law, you are responsible for maintaining your own records related to the Services and Transactions.
- 5.7 We will let you know how long Data will be held in your Merchant Platform Account. Once this Agreement is terminated, we will have no obligation to retain, store or make available to you any Data, records or other information in connection with any of the Services or Transactions.
- 5.8 We may suspend or disable an Access Code if it has not been used for three (3) months or more.

6. Fees

- 6.1 You must pay, or ensure we are able to collect, Fees, Taxes and any other amounts you owe to us under this Agreement when due.
- 6.2 All Fees are immediately due and payable on provision of the relevant Services to you.
- 6.3 You must maintain in your name a Merchant Bank Account throughout the term of this Agreement and for such period as we may require afterwards. You must maintain with your

bank a direct debit instruction to authorise us to direct debit from the Merchant Bank Account all sums payable by you to us under or in connection with this Agreement.

- 6.4 We may charge you interest on any unpaid amounts a rate equal to the greater of three (3)% per annum above the base rate that is published by The Bank of England from time to time or the rate of statutory interest applying under Applicable Law, plus any reasonable costs and expenses we incur due to your late or failed payment, including debt collection agency charges and legal costs.
- 6.5 You understand and agree that we may pay referral fees to any third party that introduced or referred you to us and which resulted in you entering into this Agreement.

7. Tax

- 7.1 Unless we state otherwise, all Fees, charges and other payments to be made by you under this Agreement are exclusive of VAT and any other applicable Tax under Applicable Law, for which you are also liable. Any Tax payable in respect of the Services provided or payments made under this Agreement (other than Tax payable on our net income, profits or gains) will be payable by you. In addition:
- (a) If you and we are jointly liable for any Tax, such Tax will be payable by you. We may however (but are not obliged to) pay any such Tax to the relevant Tax Authority and, if we pay it, you must immediately reimburse us for it. We may, at our sole discretion, deduct such sums from any Remittance or sums held by us and owed to you.
 - (b) If a deduction or withholding on account of Tax (a “**Tax Deduction**”) is required by Applicable Law, we may make such Tax Deduction from any Remittance or sums held by us and owed to you and will pay such amounts as are due to the relevant Tax Authority. We are not obliged to increase or gross-up any payment on account of any Tax Deduction.
 - (c) If a Tax Authority requires information from us in relation to you and/or Transactions, you agree that we may provide such information. You must provide us with your Tax identification details on request.

8. Set-off, deductions, withholdings, deferrals

- 8.1 In respect of the Fees and/or any other amount you owe, or are likely to owe, to us under this Agreement, we may:
- (a) deduct or withhold such sums from, or set-off such sums against, any amount we are otherwise required to pay you (including from any sums held in relation to Transactions in any Worldpay Payment Account);
 - (b) provide or make available to you an invoice for any or all such sums, which invoice shall be payable in accordance with its terms;
 - (c) recover any or all such sums from your Merchant Bank Account by direct debit;
 - (d) recover any or all such sums from any Financial Security; and/or
 - (e) recover any or all such sums using any of our other rights or remedies.
- 8.2 We may withhold or defer any amount we would otherwise be required to pay you (including the whole or any part of any Remittance), if:
- (a) such amount is below any Remittance threshold that we may reasonably set and notify to you from time to time, until the amount reaches that Remittance threshold;

- (b) we reasonably believe a Transaction may be fraudulent or involves other unlawful activity;
- (c) we know or reasonably believe you are in breach, or likely to breach, any of your obligations under this Agreement;
- (d) we carry out additional due diligence in relation to you as required under Applicable Law or our internal policies.

8.3 You have no right to withhold, deduct or set-off against any amount you owe to us under this Agreement.

9. Non-execution or defective execution of Transactions

9.1 When we process Transactions (including Refunds) for you under the Services in accordance with Data provided by you or your Personnel, we assume the Data is correct and complete and Transactions have been correctly executed.

9.2 Where the Data provided by you or your Personnel is incorrect or incomplete, we are not liable for the non-execution or defective execution of the Transaction but we will make reasonable efforts to recover the funds involved in such a Transaction (when appropriate) and we may charge you for our efforts.

9.3 If only we are at fault and responsible for the non-execution or defective execution of any Transaction under Applicable Law and Payment Scheme Rules, we will restore your Merchant Platform Account to the state it would have been in had the non-execution or defective execution not taken place and will pay any third party charges and/or interest you are responsible for (and can evidence to our satisfaction) as a direct result of this.

9.4 Where we can prove to you and, where relevant, to the Payer's payment service provider that we are not liable in respect of a non-executed or defectively executed Transaction, the Payer's payment service provider (rather than us) is liable to refund to you the amount of the non-executed or defective Transaction and, where applicable, restore your Merchant Platform Account to the state it would have been in had the non-execution or defective execution not taken place.

9.5 You must notify us promptly after becoming aware (and in any event within thirteen (13) months of the Transaction) of any Transaction which has not been correctly executed. You must also notify us promptly of any unauthorised Transaction (including any Refund).

10. Funds and Remittance

10.1 When we receive Transaction funds, you agree that we (or our nominated third party) will transfer and hold such funds in one or more Worldpay Payment Accounts, for the purpose of holding such funds (less any amounts due to us), prior to making each Remittance to you.

10.2 You are not entitled to receive interest, if any, paid in connection with funds held in any Worldpay Payment Account and any such interest may be retained by us (including where we exercise any of our rights to deduct, withhold, defer or set-off sums or otherwise suspend any Services under this Agreement).

10.3 When the Services require us to Remit any amount to you, we will first show and value date the Transactions in your Merchant Platform Account. Unless we rely on any of our rights under this Agreement to withhold or defer Remittance, we will ensure each Remittance is transferred to your Merchant Bank Account on the later of:

- (a) the Remittance Date; or

- (b) the expiry of any deferred period we apply under clause 8.2 of these General Terms in relation to the relevant Transactions.

10.4 Transactions and Remittance will be supported in GBP only, unless otherwise agreed in writing by us.

11. Financial Security

11.1 We may require, within thirty (30) days of receiving our request (or such longer period as we may determine is reasonable), that one or more individuals or legal entities reasonably satisfactory to us provide us with a guarantee, indemnity or other security in such form and over such assets as we may reasonably require (including your Merchant Bank Account) to secure to our reasonable satisfaction the performance of your obligations (including actual, contingent and/or potential obligations) from time to time under this Agreement ("**Financial Security**"). No interest is payable to you in relation to any such Financial Security arrangements.

11.2 If requested, you must provide us with your financial and trading information to assist our risk monitoring and credit assessment.

11.3 We may charge you for our reasonable external costs (including legal fees) incurred in obtaining any Financial Security and will not be liable for any of your costs.

12. Variation

12.1 We may change our Privacy Statement and/or adjust the content and/or interfaces of any Services and/or make changes to any Services which are necessary to comply with any Applicable Law or Payment Scheme Rules and/or make changes which do not materially affect the nature or quality of the Services. Such adjustments may result in changes to the Operating Procedures and are not subject to prior written notice or any right of termination under clause 12.2 below. If such adjustments require you or your Personnel to make necessary changes to your respective software, interfaces or operating procedures, we will try to tell you in advance and we are not responsible for the costs.

12.2 We may make changes to the whole or any part of this Agreement (including changes to any or all Fees) by notifying you at least two (2) months before the effective date of the change. We may not provide such notice if such change is required by, or due to changes in, Applicable Law or Payment Scheme Rules (in which case, we will aim to provide as much notice to you as we reasonably can). If we change any terms and conditions affecting your payment Services, you can terminate this Agreement immediately by providing written notice to us, as long as your notice is served on us within two (2) months of you being notified of the change. Otherwise, you will be deemed to have accepted any change to this Agreement made under this clause two (2) months after being notified of it.

13. Intellectual Property Rights

13.1 We grant to you a non-exclusive, non-transferable, revocable licence to access and use:

- (a) your Merchant Platform Account; and
- (b) the Data that we make available via your Merchant Platform Account,

only for the purpose of receiving the Services in accordance with this Agreement and for your internal business purposes.

13.2 You grant to us a non-exclusive licence to use (and sub-licence the use of) your name, logos and trademarks under and in connection with this Agreement, including in any customised pages connected with the Services, on any bank statements issued to Payers when

Transactions are processed or collected under Services, and in any marketing relating to our Services or the products, services or business of ours or any of our Group Companies.

- 13.3 You must not use any materials identifying us, any Services, any of our Group Companies or any Payment Scheme unless such materials have been previously approved by us in writing.
- 13.4 If we ask you to identify us, any Services, any of our Group Companies or any Payment Scheme in any particular way, you must do so (in the manner and form we request).
- 13.5 This Agreement does not transfer, and is not intended to transfer, to any Party any of the Intellectual Property Rights that the other Party owns at the Commencement Date or any Intellectual Property Rights that are created, acquired or developed during the term of this Agreement.
- 13.6 You will not acquire any Intellectual Property Rights relating to your Merchant Platform Account, or any Data, that we make available to you under this Agreement.

14. Indemnity

- 14.1 You must indemnify us and keep us indemnified in full for:
 - (a) any Fees, Refunds, Chargebacks, Chargeback Costs, Assessments and/or other amounts due to us under this Agreement;
 - (b) any and all Losses we suffer or incur due to your breach of this Agreement and/or Applicable Law and/or Payment Scheme Rules;
 - (c) any and all Losses we suffer or incur due to any security or Data breach impacting you and/or any Third Party Products.

15. Liability

- 15.1 Nothing in this Agreement will limit or exclude either Party's liability for:
 - (a) death or personal injury resulting from its negligence;
 - (b) its fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be excluded or limited by Applicable Law.
- 15.2 In addition, nothing in this Agreement will limit or exclude your liability to us:
 - (a) for any Fees or other amounts due from you to us under this Agreement;
 - (b) under any indemnity you provide to us under this Agreement.
- 15.3 Neither Party will be liable under or in connection with this Agreement for any:
 - (a) indirect, special, consequential, punitive or incidental losses;
 - (b) loss of profit, revenue, opportunities, goodwill, or anticipated savings;
 - (c) business interruption;
 - (d) lost or corrupted data.
- 15.4 In addition and to the maximum extent permitted under Applicable Law, we are not liable under or in connection with this Agreement for any defect, delay or failure to perform any of our obligations under this Agreement, to the extent such defect, delay or failure is due to:
 - (a) any circumstances beyond our reasonable control;

- (b) any interruption to any Services which is due to any act or omission of you or any third party;
 - (c) us taking steps (in our reasonable belief) to comply with any Applicable Law and/or Payment Scheme Rules and/or the requests of any Regulatory Authority;
 - (d) the failure of you or your Software Partner to maintain any necessary connection to us in accordance with our written requirements;
 - (e) us exercising any of our rights to deduct, withhold, defer or set-off sums or otherwise suspend any Services under this Agreement.
- 15.5 Our maximum aggregate liability under or in connection with this Agreement during each Contract Year will be limited to:
- (a) in the first Contract Year, a sum equal to the average monthly Fees paid under this Agreement, less any fees incurred by us under the Payment Scheme Rules in respect of Transactions, in each case in the period between the Commencement Date and the first event giving rise to the first such claim, multiplied by twelve (12); or
 - (b) in each Contract Year thereafter, a sum equal to the Fees paid under this Agreement, less any fees incurred by us under the Payment Scheme Rules in respect of Transactions, in each case in the twelve (12) months immediately preceding the first event giving rise to the first such claim in the relevant Contract Year.
- 15.6 To the maximum extent permitted under Applicable Law, we accept no responsibility and are not liable for:
- (a) the accuracy or reliability of any data you, your Software Partner or other Personnel send to us, our interpretation of that data, or any steps you take relying on such data;
 - (b) the accuracy or reliability of any Data made available via your Merchant Platform Account, or any steps you take relying on such Data;
 - (c) any Third Party Product or the acts or omissions of any third party, including any Payment Scheme;
 - (d) any Data being intercepted by a third party, corrupted, lost, destroyed, delayed or otherwise adversely affected due to it being transmitted via the internet;
 - (e) any fees or amounts charged to you and/or any Payer separately by any bank or other third party in connection with any Transaction and/or Remittance.

16. Suspension and Termination

- 16.1 We can terminate the whole or any part of this Agreement, or the whole or any part of any Services, by giving you at least 90 days' prior written notice, unless the law allows us to instead terminate the whole or any part of this Agreement, or the whole or any part of any Services, immediately instead (as set out at clause 16.4 and 16.5). We will usually also explain the reasons why we are ending this Agreement (unless doing so would conflict with another legal requirement that applies to us).
- 16.2 You can terminate the whole of this Agreement only by giving us at least one (1) months' prior written notice.
- 16.3 We may also suspend the whole or any part of any Services (including any Remittance), immediately:
- (a) if you fail to provide any Merchant Information when requested and/or we do not approve of any changes to any Merchant Information;

- (b) if you are subject to a Change of Control or there is a sale or other disposal of any substantial part of your business or assets;
- (c) if you are impacted by a material deterioration in your profits or your financial or trading position, as reasonably determined by us;
- (d) if you are impacted by any circumstances, event or series of events that we have reasonable grounds to believe does or may adversely affect your liabilities or potential liabilities under this Agreement;
- (e) if we believe that any circumstances, event or series of events do or may adversely affect any Financial Security put in place under or in connection with this Agreement;
- (f) if you fail to comply with any provision in clause 18 (PCI Standards and security) of these General Terms;
- (g) if you fail to notify us of any unauthorised Transaction (including any Refund) and/or security breach impacting your Merchant Platform Account and/or any Access Code in accordance with this Agreement;
- (h) to comply with a requirement of any Regulatory Authority or Payment Scheme;
- (i) if we believe that continuing to provide any Services will result in a breach of, or the goods and/or services sold by you using the Services are in breach of, Applicable Law or Payment Scheme Rules;
- (j) if a Payment Scheme or any other third party stops or suspends providing us or you with any product or service necessary for us to provide any Services;
- (k) if we know or suspect any activities relating to you, your business, Transactions and/or use of any Services is impacted by fraud or other unlawful activity;
- (l) if any goods and/or services sold by you infringe, or are suspected to infringe, any Applicable Law and/or Payment Scheme Rules and/or any third party's Intellectual Property Rights;
- (m) if we know or suspect you and/or any of your Personnel and/or any Access Code has been impacted by a security or Data breach; or
- (n) if we believe that the continued provision of any Services to you does or may:
 - (i) damage the brand, image, reputation or business of us and/or any Payment Scheme; or
 - (ii) give rise to increased risk of Losses to us.

16.4 We can terminate this Agreement immediately if:

- (a) we are unable to apply checks required by anti-money laundering legislation;
- (b) we have reasonable grounds to suspect that your account has been used, is being used, or will be used in connection with a serious crime;
- (c) the Financial Conduct Authority, HM Treasury, or the government require this Agreement to be ended; or
- (d) while providing goods or services to someone else, we reasonably believe that you are involved in conduct that involves or is likely to involve an offence and this Agreement has been used in connection with that.

- 16.5 We can also terminate this Agreement immediately if we:
- (a) consider that your conduct in relation to someone acting for us or on our behalf amounts to an offence under certain laws (such as those relating to public order, harassment, abuse, and other threatening behaviours); or
 - (b) you provided us with certain incorrect information before, or when entering into, this Agreement, and had the correct information been provided we would not have entered into this Agreement in the first place.
- 16.6 Where we exercise our rights under clause 16.5, we will notify you without delay once we have made a decision to end this Agreement, unless doing so would conflict with another legal requirement that applies to us.
- 16.7 If this Agreement is terminated:
- (a) provisions which expressly or by implication have effect after termination will still continue to apply, including clauses 3.1, 4.1, 5.5, 6 to 8, 10, 13.2 to 13.6, 14, 15, 16.7, 17.3, 18.3 to 18.5, 19, 21 to 33 of these General Terms and any provision expressly or by implication intended to survive under the Service Terms;
 - (b) termination shall not affect any accrued rights or obligations of either Party under this Agreement; and
 - (c) you must immediately pay us all amounts you owe to us under this Agreement.

17. Data Protection and Privacy

- 17.1 The Data Protection Terms and our Privacy Statement are incorporated into this Agreement.
- 17.2 Each Party must comply with the Data Protection Terms in connection with the provision, receipt and use of the Services.
- 17.3 You authorise us to use, share and release Data and any other data relating to you or your business to:
- (a) any third party, including any Payment Scheme, to enable us to perform any of our obligations under this Agreement and/or to provide any Services;
 - (b) our Group Companies;
 - (c) any law enforcement body, Regulatory Authority, fraud prevention and/or credit reference agency;
 - (d) your Software Partner and/or any other third party that referred you to us;
 - (e) any third party, for any purpose, to the extent any such data (including Data) has been aggregated and/or anonymised, to the effect that you and any data subjects cannot be identified; and/or
 - (f) any third party we may agree with you to transfer data to under this Agreement.

18. PCI SSC Standards and security

- 18.1 You warrant and represent that no security breach relating to payment transaction data processed by you or on your behalf has occurred before, and remains unremedied on, the Commencement Date.
- 18.2 You must ensure that you and your Personnel comply with the PCI SSC Standards at all times.

- 18.3 We may charge you an annual management fee (specified in the Fee Schedule) for administering the system through which you report your PCI SSC Standards compliance status to the Payment Schemes, and a PCI SSC Standards non-compliance fee (also specified in the Fee Schedule) for each month in which you or your Personnel are not compliant with the PCI SSC Standards.
- 18.4 You must notify us immediately if you know or suspect that you and/or any of your Personnel have been impacted by a security or Data breach.
- 18.5 In the event of any security or Data breach impacting you or any of your Personnel, you must immediately identify and resolve the cause of such breach and take any steps that we may request, including (at your cost) obtaining forensic assessments and reports from any third party recommended by us.
- 18.6 You must provide us with:
- (a) all information and attestation to your PCI SSC Standards obligations and certification, in the form and timescales we request;
 - (b) notification immediately in the event of a PCI SSC Standards compliance breach by you or your Personnel and/or if you or your Personnel are under investigation for non-compliance; and
 - (c) documentation detailing your compliance with the PCI SSC Standards and remediation plans for any non-compliant processes at least annually and promptly whenever we otherwise request.

19. Retention of records

- 19.1 In addition to complying with all record retention provisions under Applicable Law, and subject to the requirements of the PCI SSC Standards, you must retain legible copies of Data for a minimum period of eighteen (18) months from the date of each Transaction.
- 19.2 If we ask you to provide us with copies of any Data, you must do so within ten (10) days of our request.

20. Audit

- 20.1 We may, upon at least twenty-eight (28) days' prior written notice and during normal working hours (except in the case of an emergency, including any security or Data breach or to satisfy any request from a Regulatory Authority or Payment Scheme, where no or less notice may be provided), inspect, audit and make copies of any records at your locations to confirm whether you are complying with this Agreement and you must provide us and our nominated persons with all reasonable access to do so.

21. Confidentiality

- 21.1 Either Party may, during this Agreement, disclose or make available to the other Party Confidential Information. Each Party must:
- (a) treat as confidential all Confidential Information obtained from the other Party under this Agreement;
 - (b) use the other Party's Confidential Information only for the specific purposes for which it was disclosed;
 - (c) not publish or otherwise disclose to any person the other Party's Confidential Information without such other Party's prior written consent; and

- (d) take all action reasonably necessary to secure the other Party's Confidential Information against theft, loss or unauthorised disclosure.
- 21.2 Each Party may disclose Confidential Information that would otherwise be subject to clause 21.1 above, if it can demonstrate that such Confidential Information:
- (a) is required to be disclosed by any court of competent jurisdiction, Regulatory Authority, the rules of a recognised stock exchange or under Applicable Law or Payment Scheme Rules;
 - (b) was lawfully in its possession prior to disclosure by the disclosing Party without an obligation restricting disclosure;
 - (c) is or becomes publicly available without a breach of this Agreement;
 - (d) is received from a third party who is not under an obligation of confidentiality in relation to such information;
 - (e) is disclosed to its professional advisers (provided that such advisers are bound by equivalent or stronger obligations of confidentiality);
 - (f) is required to be disclosed to a third party by us for the purposes of (a) equity or debt financing, (b) acquisition or sale of a business or assets (provided that such third party is bound by equivalent or stronger obligations of confidentiality).
- 21.3 You agree that:
- (a) we and any Payment Scheme may aggregate and anonymise your Confidential Information, and disclose it in that form to any third party;
 - (b) we may share your Confidential Information with the Payment Schemes;
 - (c) nothing in this Agreement will restrict us sharing any Confidential Information with our Personnel, professional advisers, insurers, Group Companies, your Software Partner or other third party who needs to know it to provide the Services and/or to manage or enhance the relationship between us and you, provided that such persons use it solely for such purpose and are under an obligation to us to keep such information confidential.
- 21.4 On termination of this Agreement, each Party must stop using any Confidential Information of the other Party and must return, or at the request of the other Party, destroy or permanently erase all copies of that Confidential Information in its possession or control to the extent technically possible, save that a Party will be permitted to retain any Confidential Information for so long as required by any Applicable Law or, for us, under Payment Scheme Rules or to satisfy our legitimate internal compliance requirements.

22. Notices

- 22.1 We can provide notice to you under this Agreement by posting a notice on our website, by email, via your Merchant Platform Account, by delivering a letter in person or by post.
- 22.2 You can only provide notices to us under this Agreement by email or by delivering a letter in person or by post (in each case to such address as notified by us to you from time to time).
- 22.3 Any notice given in accordance with this Agreement will be deemed to have been received:
- (a) if posted on our website or on your Merchant Platform Account, at the time of posting, provided that if this is after 5 pm (UK time) on any Business Day or on any non-Business Day, it is deemed to have been given at 9 am (UK time) on the next Business Day;

- (b) if sent by email, on the day it is sent and no report of non-delivery is received by the sender, provided that if this is after 5 pm (UK time) on any Business Day or on any non-Business Day, it is deemed to have been given at 9 am (UK time) on the next Business Day;
 - (c) if delivered personally, at the time of delivery;
 - (d) if sent by first class post within the United Kingdom, two (2) Business Days from the date of posting; or
 - (e) if sent by second class post within the United Kingdom, four (4) Business Days from the date of posting.
- 22.4 Notices given by us to you in hard or electronic format may refer to documents or materials made available on our website, by providing you with a website URL address where you can access the documents or materials. The full contents of these documents and materials will be deemed to be communicated and notified to you as if set out in full in the notice.
- 22.5 We may also communicate with you from time to time in relation to the Services by newsletter, emails, SMS or text message and messages on our website. We may also communicate with you through products such as your Merchant Platform Account. Such communications may include notice of changes to the Operating Procedures or Payment Scheme Rules, or new or replacement products or services in connection with the Services.

23. Language

- 23.1 This Agreement is concluded in the English language and all communications (including any notices or information being transmitted) will be in English. If this Agreement or any part of it is translated (for any proceedings, for your convenience or otherwise) into any other language, the English language text of this Agreement only will apply.
- 23.2 During the term of this Agreement, we will provide a copy of this Agreement to you on request.

24. Waiver

- 24.1 A Party's failure to enforce any provision of this Agreement will not constitute a present or future waiver of such provision or limit such Party's right to enforce such provision at a later time. All waivers by a Party must be in writing to be effective.

25. Severability

- 25.1 If any provision of this Agreement is found by any court or Regulatory Authority to be illegal, invalid or unenforceable, then the Parties intend that this Agreement be enforced as if such provision were not present and that any partially valid and enforceable provision be enforced to the extent that it is enforceable. The validity or enforceability of the remaining provisions of this Agreement will not be affected.

26. Assignment, Subcontracting and Novation

- 26.1 You cannot assign, subcontract or otherwise transfer this Agreement or any of your rights or obligations under this Agreement without our prior written consent.
- 26.2 You agree that we may assign, subcontract or otherwise transfer this Agreement or all or any of our rights and/or obligations under this Agreement without your prior consent. On our request, you will sign any document required to give effect to any such assignment, subcontracting or transfer by us.
- 26.3 You are liable to us for the acts and omissions of your Personnel in connection with this Agreement. You agree that we may rely on any information or data we receive from your Personnel (including your Software Partner) on your behalf.

26.4 We may novate any or all of our rights and/or obligations under this Agreement to a third party at any time on giving you at least two (2) months' notice. If we do this, you can terminate this Agreement within two (2) months of you receiving our notice of the novation. You will be deemed to have accepted the novation two (2) months from us serving our notice.

26.5 With effect from the date that we novate our obligations under this Agreement to a third party ("**Novation Date**"), you will release and discharge us from any further performance of our obligations under this Agreement and from all claims and demands against us, however arising out of or in connection with this Agreement, whether prior to, on or after the Novation Date and the third party will perform, or ensure the performance of, all such obligations under this Agreement, and will accept all liabilities arising out of or in connection with this Agreement, from the Novation Date.

27. No Third Party Rights

27.1 No individual or legal entity who is not a Party to this Agreement has any right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any provision of this Agreement.

28. Status

28.1 Nothing in this Agreement will be construed as forming a partnership, joint venture or agency relationship between the Parties.

29. Further Assurance

29.1 You must, at our request, sign or ensure the signing of such documents and do or ensure the doing of such acts and things as we may reasonably require, for the purpose of giving effect to all of the provisions of this Agreement.

30. Entire Agreement

30.1 This Agreement incorporates the Additional Documents by reference and comprises the entire agreement between us and you and understanding of the Parties in relation to the Services and supersedes all prior representations, communications and agreements, whether written or verbal, regarding the subject matter of this Agreement.

31. Disputes

31.1 If a dispute arises under or in connection with this Agreement, the disputing Party must notify the other Party of the dispute, setting out its nature and details, together with any relevant supporting documentation. The Parties will then attempt in good faith to resolve the dispute.

31.2 If the Parties cannot resolve the dispute within fourteen (14) Business Days of service of the relevant dispute notice, either Party can commence proceedings under clause 32, however nothing will prevent either Party from making any application for injunctive relief sooner than this that if it considers this necessary to protect its position.

32. Governing law and disputes

32.1 Any dispute or claim arising under or in connection with this Agreement will be governed by and construed in accordance with the laws of England and Wales.

32.2 The courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising under or in connection with this Agreement.

33. Definitions and interpretation

33.1 Capitalised terms used in this Agreement will have the following meanings:

“Access Code” means each personal identification number and/or password that is necessary to enable you to access or use your Merchant Platform Account and/or any Services;

“Additional Documents” means the applicable Service Terms, Privacy Statement, Data Protection Terms, Application Form, Fee Schedule, Merchant Acceptance Confirmation, Operating Procedures, and any other document notified by us to you as forming part of this Agreement;

“Agreement” means these General Terms and the Additional Documents, in each case as may be amended, varied, supplemented or novated in accordance with their terms and conditions from time to time;

“Applicable Law” means all laws and regulations (including the requirements of any Regulatory Authority) applicable to a Party (including a Party’s rights and/or obligations under this Agreement) and/or to a Party’s business and/or to any Transaction or Services in force at the relevant time in any jurisdiction;

“Application Form” means each application form you submit to us and/or your Software Partner when applying for the Services;

“Assessment” means any assessment, fine, damages, fee, cost, expense or charge of any nature which a Payment Scheme or other third party levies on you or us that is related to this Agreement or the Services provided to you;

“Authorised User” means an individual authorised by you to access your Merchant Platform Account;

“Business Day” means a day other than a Saturday, Sunday or public holiday in England on which banks are open for normal banking business in London, United Kingdom;

“Chargeback” means any payment Transaction which has been reversed under the Payment Scheme Rules by the card issuer (or another third party) on request of the relevant Payer;

“Chargeback Costs” means our administrative charge for processing a Chargeback and any (i) reasonable costs, expenses, liabilities, and (ii) Assessments that we may incur as a result of or in connection with a Chargeback;

“Commencement Date” means the date on which you are notified by us (in our sole and absolute discretion) that your application for the Services has been accepted by us;

“Confidential Information” means this Agreement and information relating to it (other than Transaction Data), or provided under it, that is designated as "confidential" or which by its nature is confidential, however presented, whether in oral, physical or electronic form and which is disclosed by one Party to the other, including pricing and specifications relating to the Services;

“Contract Year” means a successive 12-month period starting on the Commencement Date or on any anniversary of the Commencement Date (as the context requires), whether occurring during or after the termination of this Agreement;

“Control” or **“Controlled”** means the exercise, or ability to exercise or entitlement to acquire, direct or indirect control over you or us (as applicable), as defined in sections 449 and 450 of the Corporation Tax Act 2010 and a **“Change of Control”** shall be deemed to have occurred if any individual or legal entity who control(s) you or us at the Commencement Date subsequently ceases to control you or us, as the case may be;

“Data” means any document, data and records of any kind relating to Transactions (including cards or methods use to process Transactions and/or relating to Payers);

"Data Protection Terms" means the terms and conditions set out at:
<https://platforms.worldpay.com/en/wp-content/uploads/sites/2/2025/06/Worldpay-Data-Processing-Addendum.pdf>.

"eCommerce Transactions" means Transactions which are sales in which the payment order is given via the internet (excluding any mail order or telephone order Transactions);

"Fee Schedule" means the document setting out the relevant Fees payable by you to us in connection with the Services, as provided by us and set out in the Merchant Acceptance Confirmation or as otherwise subsequently notified by us to you;

"Fees" means the fees payable by you to us for the Services, as specified in the Fee Schedule;

"Financial Security" has the meaning given to it in clause 11.1 of these General Terms;

"GBP" means Great British Pounds Sterling (£);

"General Terms" means these general terms and conditions which form part of this Agreement;

"Group Company" in respect of a Party means: (i) any legal entity which, directly or indirectly, Controls or is Controlled by such Party; and (ii) any other legal entity which, directly or indirectly, Controls or is Controlled by any such undertaking, and **"Group Companies"** shall be construed accordingly;

"Insolvent" means, in respect of an individual or legal entity, where they are deemed unable to pay their debts under Applicable Law;

"Intellectual Property Rights" means any and all intellectual property rights of whatever nature and includes patents, inventions, know-how, proprietary knowledge, trade secrets and other confidential information, copyrights, database rights (including rights of extraction), design rights (registered or unregistered), copyright, trademarks, logos, internet domain names, business names, trade names, rights protecting goodwill and reputation, moral rights, all registrations or applications to register any of the aforesaid items, and all rights and forms of protection of a similar nature of any of the aforesaid items or having equivalent effect in any country or jurisdiction, rights in the nature of unfair competition rights and rights to sue for passing off;

"Losses" means any liabilities, losses, damages, charges, fines, costs and/or expenses (including reasonable and properly incurred legal fees and/or other professional fees);

"Merchant Bank Account" means an account in your name with a duly authorised credit institution acceptable to us that is maintained by you for the purposes of receiving Remittances and paying your Fees due to us;

"Merchant Acceptance Confirmation" means the electronic confirmation provided by you under which you accepted and agreed: (a) that all Merchant Information provided to us during your application process for the Services was true and correct; (b) that your application to us for the Services was submitted electronically; and (c) to the terms and conditions of this Agreement;

"Merchant Information" has the meaning given to it in clause 2.1 of these General Terms;

"Merchant Platform" means an online platform provided by us that will enable you to view your Transaction history and other reports and perform certain activities in relation to the Services;

"Merchant Platform Account" means your account to the Merchant Platform;

"Operating Procedures" means any instructions, guidance or manuals made available by us at: <https://resource-center.worldpayforplatforms.com/wp4p/> (or such other URL as we may

notify you about from time to time) that include information and requirements relating to the Payment Scheme Rules and the Services;

“Party” means us or you (as the context requires) and **“Parties”** shall be construed accordingly;

“Payer” means an individual or legal entity purchasing goods and/or services from you in respect of which a Transaction is submitted to us for processing;

“Payment Scheme” means any third party payment card network or other third party payment scheme governing the issue and use of cards and/or other payment methods used to process and/or collect Transactions as supported by us under the Services, including Visa Inc, MasterCard Worldwide, UK Maestro, International Maestro, American Express, BACS and any other payment scheme we reference as supporting under this Agreement, in each case as varied, supplemented and/or replaced by us on notice to you from time to time;

“Payment Scheme Rules” means all applicable rules, regulations and operating guidelines issued by a Payment Scheme from time to time relating to Transactions and/or the processing of Data, including:

- <https://www.visa.co.uk/about-visa/visa-in-europe.html#2>
- <https://www.mastercard.ca/en-ca/business/overview/get-support/rules.html>; and
- www.americanexpress.com/en-us/business/merchant/regulation,

and such other URLs as we may notify you about from time to time), and all amendments, changes and revisions made to them from time to time, and any current waivers or exceptions agreed with the relevant Payment Schemes;

“PCI SSC Standards” means the Payment Card Industry Data Security Standard, Payment Application Data Security Standard and the PIN Transaction Security Standard as updated from time to time and published by the PCI Security Standards Council (the **“PCI SSC”**) at www.pcisecuritystandards.org;

“Personnel” means, in respect of a Party, its employees, agents, consultants, contractors, sub-contractors and third party service providers and their employees, agents, consultants, sub-contractors and third party service providers engaged in connection with this Agreement;

“Privacy Statement” means collectively our “layered” privacy statement as updated from time to time and which is made available at <https://privacy.worldpay.com/policies>

“Recurring Transaction” means a repetitive periodic Transaction for which you charge the Payer’s card or account (including subscriptions or instalments);

“Recurring Transaction Authority” means a Payer’s prior written authority for you to establish a Recurring Transaction, setting out: (a) the amount of the Recurring Transaction and whether this amount is fixed or variable; (b) the dates on which the Recurring Transaction will be charged to the Payer’s card or account and whether the dates are fixed or variable; (c) the method of communicating with the Payer; (d) a statement that the Payer may cancel the Recurring Transaction Authority at any time; and (e) any other specific information required under this Agreement or otherwise requested by us;

“Refund” means a full or partial reversal of a particular payment Transaction where the funds are reimbursed to the Payer on your initiative or request;

“Regulatory Authority” means any competent governmental or regulatory authority, law enforcement body, court or other law, rule or regulation making entity having jurisdiction over any of the Parties and/or their businesses and/or the Services;

“Remittance” means any payment we make to you under this Agreement when performing the Services (and **“Remit”** will be construed accordingly);

“Remittance Date” means the Business Day on which Remittance occurs, which shall be no later than two (2) Business Days after we have received funds relating to the Transactions in any Worldpay Payment Account, save as otherwise agreed between you and us;

“Service Terms” the terms relating to the Services set out at: <https://platforms.worldpay.com/en/wp-content/uploads/sites/2/2025/06/Worldpay-service-terms.pdf>.

“Services” means any services we make available to you under this Agreement;

“Settlement” means the crediting to us, our agent or another third party of the value of a Transaction as determined by the relevant Payment Scheme or another third party (and **“Settle”** and **“Settled”** shall be construed accordingly);

“Software Partner” means, where applicable, the third party provider of business management or other software that is integrated with us and/or with one of our Group Companies and facilitates your connection to us for the purposes of you receiving the Services;

“Tax” all forms of tax and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and any penalty, fine, surcharge, interest, charges or costs relating to it;

“Tax Authority” any taxing or other authority (in any jurisdiction) competent to impose, administer or collect any Tax;

“Tax Deduction” has the meaning given to it in clause 7.1(b) of these General Terms;

“Third Party Product” means any product (whether goods, hardware, software and/or services) supplied to you by a third party, including those supplied to you by a Software Partner;

“Transaction” means a request to us to process or collect any payment or other transaction under the Services relating to any products and/or services purchased by a Payer from you;

“Transaction Data” means any Data relating to a specific Transaction;

“UK” means the United Kingdom of Great Britain and Northern Ireland;

“VAT” means Value Added Tax as defined in the Value Added Tax Act 1994;

“Worldpay Payment Account” means an account with any third party financial institution in which we hold the proceeds of Transactions, net of any amounts due to us;

“You”, “your”, “Merchant” means the legal entity approved by us to receive the Services under this Agreement;

“We”, “us”, “our”, “Worldpay” means Worldpay (UK) Limited t/a Worldpay for Platforms. Our contact details are:

Phone: 0800 011 3220

Email: supportuk@worldpayforplatforms.com

33.2 References to “include”, “includes”, or “including” mean “including without limitation.”

33.3 Words in the singular include the plural and vice versa, where the context requires.

33.4 Any reference to a law or regulation is to the law or regulation from time to time in force.

34. Complaints

34.1 Our Complaints Procedure

If you are not satisfied with our Services, you must initiate our complaints handling procedure to resolve such matters. For more information about this process please contact us:

Phone: 0800 011 3220

Email: supportuk@worldpayforplatforms.com

34.2 Financial Ombudsman Service

If you are still not satisfied after following our complaints procedure, you can ask the Financial Ombudsman Service (subject to Applicable Law governing eligible complainants), to review the complaint.

You can contact the Financial Ombudsman Service:

By phone: 0800 023 4 567, 0300 123 9 123, +44 20 7964 0500

By email: complaint.info@financial-ombudsman.org.uk

By post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Call using next generation text relay: (18002) 020 7964 1000

By text: You can also text the Financial Ombudsman Service on 07860 027 586 and they will call you back. The Financial Ombudsman Service advises not to send any account numbers or bank details by text and that if you feel you need to speak to them more urgently, it's probably best to call them.

Up to date contact details and other information on the Financial Ombudsman Service can be found at www.financial-ombudsman.org.uk.

35. Regulatory information

- 35.1 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 (UK) Limited 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. VAT number: 991 2802 07.