

This Agreement sets out the terms and conditions between us and you for the provision of the Services and is made between World Payments London Limited whose registered office address is at 160 Kemp House City Road London EC1V 2NX ("World Payments", "we" or "us") and you the individual or organisation which registers to use the Service ("You").

By entering into this agreement we both acknowledge that we both intend to be bound by this agreement and to follow its terms. In return for you doing this we agree to let you use the Service as described in this agreement.

It is important that you regularly check our website as throughout this agreement, we make reference to various items that may be notified to you on our website. Importantly, this includes any notifications of unavailability of the Service.

1. How you indicate that you accept this agreement and when this agreement starts

1.1 You indicate that you accept every term of this agreement by ticking a box or clicking on a button (or something similar) when asked to confirm this during sign up to the Services at which time this agreement is displayed to you.

1.2 If you don't accept this agreement, you may not use the Services.

1.3 If you are dissatisfied with the Services, or have any other concern, please email our customer support team on support@worldpayments.com.

2. What do the defined terms in this Agreement mean?

2.1 "Acquirer" means the financial institutions to which customers' transactions are routed for authorisation, clearing and payment;

2.2 "Agreement" means this Agreement which starts from the date on which you indicate that you accept it in the way set out in paragraph 1.1 above;

2.3 "Card Scheme Rules" means the relevant business rules that govern the issue of the payment cards that carry the scheme's logo whether internationally or domestically. The schemes operate the clearing and settlement of payment card transactions. In the UK, financial institutions must be members of the appropriate scheme to issue cards and acquire card transactions.

2.4 "Chargeback" means a transaction that is invalid or disputed by a Customer and is charged back by the Acquirer;

2.5 "Customer" means an individual or company who purchases goods or services from you;

2.6 "Fees" means the fees payable by you to us for the provision of the Services, including application fees and transaction processing fees, as published on our website from time to

time;

2.7 "Fraud Detection System" means a series of checks carried out by Acquirers and Fraud Detection Parties;

2.8 "Fraud Detection Parties" means third parties selected by us to review the level of potential fraud risk associated with a transaction, for example the checking of the results of AVS (address verification) and CV2 (the 3 or 4 digit security codes on the credit and debit cards); and

2.9 "Merchant Account" means a facility with one of the Acquirers chosen by you, to which we are connected, which allows you to process credit and debit cards.

2.10 "World Payments Account" means a facility with an Acquirer chosen by us which allows you to process credit and debit cards.

2.11 "Supplier Account" means a facility with us which allows you to process credit and debit cards as a supplier to us.

2.12 "Services" means electronic payment processing services provided by us to you on a non-exclusive basis relating to the processing and settlement of credit card, debit card, or other payment transactions which are carried out in order to effect transfer of funds between your customers and yourself together with any related services we offer from time to time.

2.13 "Settlement" means the payment to you of transactions processed using our Services.

3. What are our obligations to you under this Agreement?

3.1 We shall provide the Services to you in an efficient and effective manner and to the best of our abilities using due skill, care and attention.

3.2 If you use a World Payments Account, unless agreed otherwise, settlement of funds will be made each Thursday into your bank account for transactions processed in the week up to midnight the previous Friday. If you have a Merchant Account, settlement will be provided under the payment terms you agreed with your Acquirer. If you have a Supplier Account, settlement will be provided under the payment terms agreed between us.

3.3 We are responsible for securing all customer data, including credit and debit card data, which is solely in our possession and under our control. We comply with PCI DSS, which sets out the industry standards for maintaining a secure environment.

4. What are your obligations to us under this Agreement?

4.1 You agree to make your customers aware of our Services.

4.2 You acknowledge that our fraud detection system gives an indication of risk only and does not give you any guarantees against fraud.

4.3 If you use a World Payments Account or Supplier Account:

4.3.1 you acknowledge that we may delay settlement of funds to you in the event of dispute, abnormal level of card transaction volume or value, suspicion of fraud, breach of clause 4.6 or where directed to by the Acquirer.

4.3.2 we will have no liability for settlement if we believe transactions may breach UK law, the transactions are not consistent with the description of goods and services you provided in your application, if the transactions breach or may result in fines under the Card Scheme Rules

4.4. If you use a World Payments Account, any Chargebacks as a result of or in connection with your transactions are your responsibility unless expressly stated in this agreement. They will incur a refund fee and an administration charge of £25 per chargeback.

4.5 If we receive any complaints from your customers, we will direct the customer to you. If a customer continues to contact us regarding your service, we reserve the right to suspend provision of the Services to you until such time as we believe the complaint has been resolved or to terminate the provision of the Service to you and this agreement.

4.6 If you use a World Payments Account or Supplier Account, you agree that you will only use the service for payments within the transaction limits we agree and in respect of services already provided. You agree not to use the service to take card payments as deposits for future services unless specifically agreed with us.

5. Conditions and warranties

5.1 Any dates quoted for the provision of the Services are for guidance only and whilst we will aim to meet such dates, we shall not be liable for any delay in completion of any Service howsoever caused.

5.2 We reserve the right to stop providing the Services with immediate effect if you are investigated by a bank, credit card issuer or other third party under its Card Scheme Rules or if you have failed to comply with such Card Scheme Rules.

6. Copyright

Unless confirmed otherwise in writing, we reserve all copyright and all intellectual property rights throughout the world to any information, idea, design, computer program, database, textual, graphical or other material developed by us or on our behalf. This material may not be reproduced or copied by any means whether electronically or not without our prior written permission.

7. What are the terms of payment?

7.1 You agree to pay our Fees (plus VAT where applicable) through deduction from settlements or monthly in arrears within 14 days of the date of invoice, as we direct. Fees may be subject to amendment from time to time and we will provide details of such amendment to you on our website or directly with a minimum of 30 days written notice.

7.2 You agree to sign a direct debit mandate to allow the Fees and any amount owed by you to us to be debited directly from your bank account in accordance with the regulations imposed under the BACS scheme. You agree to keep such mandate in place until termination of this Agreement and all monies due to us have been paid in full.

7.3 We reserve the right to charge an additional nominal administration fee to you if you do not sign a direct debit mandate where requested by us to do so as per paragraph 7.2.

7.4 When payment of any invoice or direct debit is overdue, we may:

7.4.1 suspend performance of the Services;

7.4.2 charge and recover interest from you on the sum of the outstanding invoice or direct debit calculated at a compound rate of two per cent per month from the due date until the date of full payment; and

7.4.3 charge a reconnection fee of £50 to resume the Services.

7.5 If you breach clause 4.3 you will be responsible for any fines and we may charge administration fees to cover our investigation and management of the account. If we are forced to take legal action against you to recover overdue payments, you shall also be responsible for all costs and disbursements incurred by us on a full indemnity basis.

7.6 We may charge you a fee to join the service (the "Application Fee" or "Joining Fee").

7.6.1 In the event that we charge such a fee at the time of your application, the fee is deemed to cover the costs of setting up your account.

7.6.2 In the event that your application to join the service is declined, we will refund your joining fee in full.

7.6.3 Once your application has been accepted, access to the service is provided free of charge, subject to transaction fees and other fees as detailed on our website.

7.6.4 Once your application has been accepted, the joining fee is non-refundable.

8. Our responsibility if something goes wrong:

8.1 Subject to paragraphs 8.2 and 8.3 below, our maximum responsibility and liability to you (including for negligence) in relation to this agreement will be limited to paying you an amount

equal to the total amount of Fees you paid to us in the 12 months prior to the incident for which we are responsible.

8.2 We will not be responsible for any of the following:

8.2.1 financial or similar loss of any kind, including for example: loss of profits, business, chargeable time, anticipated savings, goodwill, any business interruption (including interruption to Service) or loss of or corruption to data; in each case however caused and in each case whether caused directly or indirectly;

8.2.2 loss or damage which we could not have reasonably known about at the time you entered this agreement (sometimes called indirect, consequential, incidental or special damage);

8.2.3 losses you suffer which arise from you using the Service other than as described on our website, including if we actually knew or should have known about the possibility you could experience such loss.

8.3 The following sentence is necessary under English law to help ensure that we benefit from the protection given by the rest of this paragraph 8. Nothing in this agreement will prevent or limit either of our liability for:

8.3.1 fraud;

8.3.2 death or personal injury arising out of our negligence; or

8.3.3 any legally binding promise which is implied by law that we can provide the Service to you or that you can use the Service without interference.

8.4 We both acknowledge that the allocation of risk and responsibility in this agreement is reasonable because it reflects that:

8.4.1 it is not within the control of World Payments as to how, and for what purposes, you use the Service;

8.4.2 we have not developed the Service specifically for you.

9. How this Agreement can be terminated

9.1 This Agreement can be terminated as set out elsewhere in this Agreement or immediately by either of us providing to the other written notice of termination.

9.2 On termination, all outstanding Fees will become immediately due and payable.

9.3 On termination for any reason, you shall stop using our logo and no longer refer to yourself as offering the World Payments Services and shall return to us your Identity card, all

information, sales, marketing and other materials and documents that we have provided to you. You are also responsible for the replacement cost of any equipment rented or provided to you which is not returned within 30 days.

10. Provision of uninterrupted Service. Whilst we aim to provide uninterrupted Service, unfortunately we cannot guarantee this as interruptions may be caused by factors beyond our reasonable control. If circumstances happen that are beyond our reasonable control, we will not be liable for any failure to perform our obligations under this agreement because of those circumstances, and we will be excused from that failure for so long as those circumstances continue. Wherever possible, we will provide advance warning on our website of any known or planned interruptions and will try to ensure any interruption is kept as brief as possible. Interruptions caused by factors outside our control may include, but are not limited to: failure of our telecommunications or internet service provider, or an issue with our Acquirers.

11. Using Your Information

11.1 Acceptacard Limited is the data controller.

11.2 Your information includes any information we hold now or in the future including details of any dealings with us and any payments received by you through our services.

11.3 We will use any information you provide us under this Agreement to: (a) manage and administer your use of the Service; (b) fulfil our contractual obligations under this agreement; (c) contact you to see if you would like to take part in our customer research; (d) liaise with Police & Fraud Detection Parties; (e) contact you about our other products and services, and (f) contact you about those other products and services which we think you will be interested in. If we do contact you in this way, we will try to speak to the relevant person in your organisation, and we may contact you directly, or use other organisations which we have hired to contact you for us.

11.4 We may disclose information to other companies in the the group, our contractors, and other organisations for example, we may disclose information to: (a) Richmond International Limited (of which we are a subsidiary), (b) our Acquirers; and (c) your customer's card issuing bank.

11.5 If you provide us with personal data (which in summary enables a living individual to be identified – see www.ico.gov.uk for more details) you are agreeing that we may use it as described in the paragraphs 11.3 and 11.4. If at any time you do not want us to use your personal data in that way, please amend your account preferences in your account. For further information on how we use your personal data, please see our privacy policy on our web site.

11.6 We may make periodic searches at credit reference agencies to manage and take decisions about your account. In the event that you share a joint account with another person, this will be recorded at credit reference agencies as a “financial association”. In this circumstance, all

parties' information will be taken into account in future applications until one of you successfully files a "notice of disassociation" at the credit reference agencies.

11.7 In relation to your account with us, we will liaise only with your named contact. It is your responsibility to let us know of any changes to your named contact.

12. What happens if you become insolvent or go into bankruptcy. This agreement will automatically (i.e. without us having to tell you) and immediately end without refund if you become bankrupt (or something similar happens) or your business is not able to pay its debts, stops trading or becomes insolvent (or something similar happens). In those circumstances we shall have no further obligation to you under this Agreement and any monies due from you shall become immediately due and payable.

13. What else you need to know

13.1 It is important to us to have a direct relationship with you so you will not transfer this agreement to anyone else. We may transfer this agreement to another organisation which is part of the group of companies of which we are a member.

13.2 From time to time we may modify this agreement by notifying you by email or on our website that it has been modified. If you do not agree with those modifications, please contact us as soon as possible. By continuing to use the Service after such notifications, you indicate your acceptance of those modifications.

13.3 If either of us fails or delays the exercise of any rights or remedies under this agreement, we will not be deemed to have given up those rights or remedies in any way.

13.4 If a court or similar body decides that any wording in this agreement is invalid or unenforceable, that decision will not affect the rest of this agreement, which will remain binding on both of us. However, if the wording that is invalid or unenforceable can be made valid and enforceable by deleting part of it, we will both treat the wording as if it is deleted, so that the remainder of the wording in question becomes valid and enforceable.

13.5 Nothing in this agreement will give anyone any right or benefit under the Contracts (Rights of Third Parties) Act 1999. This means that only you and we can benefit from the rights in this agreement.

13.6 This agreement is the entire agreement between you and us with respect to your use of the Service, and supersedes all documentation, information and other communications (in each case whether spoken or written) between us with respect to such access and use.

14. Which laws govern this Agreement?

This agreement is governed by the laws of England and Wales and we both agree that the courts of England and Wales will be the courts that can decide on legal disputes or claims between us about this agreement.

