

Merchant Mobile App - Terms and Conditions

Please read these terms and conditions (“**Terms**”) carefully and make sure you understand them. Use by you of the Merchant Mobile App shall constitute confirmation that you have read and agree to these Terms and Conditions and agree to be bound by them.

For the specific terms and conditions relating to the PayMe Links service (“**PayMe Links Terms**”), please refer to Schedule 1 of these Terms.

1. Introduction

1.1 This document contains the conditions applicable to the Merchant Mobile App service (“**App**”). The App gives you access to view card transactions for each Merchant ID applicable to your business(es) and obtain insights as to your card transactions and sales.

1.2 These Terms relate only to the use of the App and any services you receive through the App (such as PayMe Links). Separate terms and conditions apply to your underlying card acquiring service and any other services you receive by or through any company in the PayPoint Group of companies.

1.3 In this agreement:

(a) “we”, “our” and “us” means PayPoint Group (which includes HandePay Ltd)

(b) “you” and “your” means you, the merchant user.

2. Merchant Mobile App

2.1 The App is available to merchant businesses located in Great Britain who receive card acquiring services arranged by us with either Lloyds Bank Ltd (trading as Cardnet) or EVO Payments UK Ltd, as appropriate.

2.2 You must have a valid contract with a participating acquiring service provider (as detailed above) in order to use the App and access the data that is published in the App. Please be aware that we do not own the data, this belongs to the acquiring service provider that you have entered into a contractual relationship with for the provision of card acquiring services. We do not control or manage this relationship and are not a party to your acquiring contract.

2.3 With the App you can access information about the card transactions conducted by your business(es) and view and download reports and insights to help you better understand and manage your business activities and use other functionality that we may make available from time to time.

2.4 We will ask you to set registration and security/log-in details to access the App. This will include the email address you used when you applied for your card acquiring service and will include a unique password and, if you choose to set this up, biometric data (such as Face ID). We may change these requirements from time to time.

2.5 Merchants must not share or provide their email address to anyone else and confirms by using the App that it is for the sole use of the business and business owner.

2.6 If you change your email address with us, this will be updated in the App for access and log-in purposes. This usually takes one business day to update.

2.7 The App is not a substitute for your merchant portal provided by your acquiring service provider, and should not be treated as such. The transaction data contained in the app does not constitute your

billing information and does not therefore include all required information and regulatory statements. For your billing information you must visit the merchant portal provided by your acquiring service provider directly.

2.8 You will be able to access all acquiring Merchant ID numbers (MIDs) associated with the relevant email address (even if this is for more than one business and/or your businesses are introduced to acquiring through another company in the PayPoint Group). If you have more than one MID but have used different email addresses when applying for acquiring services, you will need to set up separate App accounts or amend your email address accordingly.

2.9 The App also provides you with access to offers and promotions under the Loyalty Programme. You may choose to view and access these offers or promotions but are under no obligation to do so. Any such offers or promotions will be subject to their own separate terms and conditions for use, including terms and conditions with any third party provider.

3. Transaction Data

3.1 The historical transaction data presented to you in the App has been provided to us by your relevant acquiring service provider. The App displays the data for informational purposes only and cannot control or otherwise alter the data.

3.2 Your acquiring service provider does not provide same day or real time data. The transaction data is updated on a next business day basis and all data displayed titled 'Yesterday' or later is data provided by your acquiring service provider.

3.3 In some instances, we may be able to display same-day transaction data. This is available on the 'Transactions' tab in the App only. This data is provided by us, not your card acquiring service provider and will be your pending transactions that have been authorised on your card terminal but have not yet been settled. These transactions are displayed with the title of 'Today' and will state that they are authorised but not settled.

3.4 Pending transaction information is subject to change based on what is settled to you (for example due to chargebacks or cancellations) and the data you (and we) receive from your acquiring service provider may be different from what we display to you in the 'Today' view.

3.5 "Today" transactions will reset period every day at midnight. "Today" transactions will appear as settled when titled as "Yesterday" (or any later period) as this means the data has been provided to us by your acquiring service provider.

3.6 If you have processed card transactions that day, your default view will be 'Today' (which will be your pending transactions). If you have not processed any card transactions that day, your default view will be 'Yesterday' or later.

3.7 Transaction data shall be displayed and available in the App and to download as insights for a period of up to 3 years (or 2 tax years). After this time, you must contact your merchant acquiring service provider for the data directly. Please note that you will not be able to download any pending transaction data (as they have not yet been settled to you).

3.8 The settled transaction data displayed shall not include any American Express (AMEX) transaction data. You must log into your AMEX merchant portal to view these transactions yourself. You may be

able to view AMEX transactions in the pending transactions data (titled 'Today') but these will not be provided as settled transactions from your acquiring service provider.

4. The App End User License Agreement

4.1 You use the App under license from us on the terms set out below. This license is non-transferable, non-assignable and non-exclusive.

4.2 You are not permitted, and will not be able to, download, install or use the app on a device which has been jail-broken, rooted or which has had its security settings compromised in any other way. Jail-broken or rooted means that the device has deliberately had its security settings changed, making it less secure and more vulnerable to fraudulent attacks. If we believe that your device has been jail-broken, rooted or had its security settings compromised in any other way we shall be entitled to prevent you from using the App.

4.3 In using the App, you must:

- (a) use the app only on a device that you own or control for the purpose of your business and only to access the App;
- (b) not sub-license, assign or claim to exercise any rights in relation to the App;
- (c) not copy or reverse engineer, amend, alter or adapt any part of the App, and
- (d) accept the terms of this license without making any amendment to them.

4.4 The license commences when you first install the App and will continue until you stop using your connected acquiring services organised by us. If you stop using the your connected acquiring service, you should delete the App from your devices. By using the App, you will be deemed to accept the terms of this license.

4.5 Any updates to the App will be made available through the Apple app store and Google Play or other application stores the App is available from. We will not be responsible for providing updates to you in any other way.

4.6 We are solely responsible for the App and should you wish to raise any complaint concerning the operation of the App, you should contact us rather than the relevant app store.

4.7 If a third party claims that the App or your use of it infringes their rights, you will give us any reasonable assistance we require to investigate and defend that claim.

4.8 By using the App, you confirm that you are not located in a country which is considered a terrorist-supporting country by the UK and you are not prohibited from accessing the App as a result of being listed on any UK Government restricted parties lists.

4.9 You understand that by using the App the authorised app providers and their subsidiaries are third party beneficiaries of the license and may enforce the license in this capacity.

5. Access

5.1 We may make operational changes to the way that the services are accessed at any time. We will tell you about such changes by either placing a message via your mobile device or by email.

5.2 You are responsible for maintaining your mobile device for ensuring that it is compatible with the App, and downloading the latest version of the App.

5.3 Occasionally we may need to carry out maintenance that could limit the availability of the services.

5.4 We shall use reasonable endeavours to keep the App free from viruses and corrupt files but cannot guarantee this. You should ensure that you have appropriate anti-virus software installed on any mobile devices that you use to access the App and the service. We shall not be liable for any loss or damage you suffer if your device is infected by a virus or corrupt file unless such loss or damage is the direct result of our negligence or deliberate default.

5.5 We may track your use of the app. The purpose of this tracking is limited to the functionality of the app, and for example to report issues or faults of the app so that we can issue fixes. For more information on how we use data, please visit our App Privacy Policy.

5.6 You may close your account for the app at any time by emailing us as follows:

- If you are a Handepay merchant, email enquiries@handepay.co.uk
- If you are a PayPoint retailer, email contactus@paypoint.com

5.7 Please be aware that closing your app account does not close your account with your acquiring service provider. If you wish to close your acquiring service account you must contact your acquiring service provider directly or contact us on the above email address(es) and specify what you wish to do and we can help facilitate this for you. Termination of your acquiring service is detailed in your contract with your acquiring service provider and you may incur charges for any such termination.

6. Security and Data Protection

6.1 You must take reasonable security precautions to keep your App account safe including:

- not choosing a password which may be easy to guess, such as your date of birth;
- memorising security details or writing them down only in a way that cannot be understood by others (you should not store them on your device);
- only providing security details to us when asked through the App (we will never ask for these over the phone);
- ensuring any information shown or stored on your device is kept secure, that the device is locked when you are not using it and that you log out when exiting the service;
- protecting your device with up-to-date anti-virus and firewall software; and
- not accessing your account from a device using public Wi-Fi.

6.2 You must contact us immediately if you believe someone else knows your security details or think they have been misused.

6.3 If you don't follow these procedures, we may withdraw or suspend your ability to access the App until we are sure your App is secure.

6.4 For security reasons we may de-activate your security/log-in details if you have not used them to access the App for any fifteen month period. We will send you a reminder at least two months before any de-activation date.

6.5 By using the App (and where applicable, the PayMe Links service) you agree to us collecting, using and disclosing your information in accordance with the Privacy Policy. You consent that all data shared by you with us may be shared with your relevant acquiring service provider in connection with the

provision of the App, the transaction data, and if applicable, the PayMe Links to you. If you no longer want us to use your information, we will stop providing the App and the PayMe Links to you but may still use your data or information where we have lawful grounds to do so, for example, because we need to retain records for regulatory purposes.

7. Accuracy and Non-Reliance on information

7.1 Any information provided to you as part of our services is only as accurate, complete and up to date as the information supplied to us by your acquiring service provider. We do not check this information for accuracy or completeness.

7.2 We do not control the transaction data and we cannot change that information for you. If you think the information provided may be incorrect you can dispute it directly with your acquiring service provider.

7.3 We do not assume responsibility for the timeliness, accuracy, deletion, non-delivery or failure to receive or store any information, communications or other settings.

7.4 We accept no liability for system errors, technical failures or data loss associated with the App and cannot guarantee that our App or the content on them or provided as part of our services will always be available, uninterrupted or error free.

7.5 The transaction data provided to you via this App does not constitute billing information. Please visit the merchant portal provided by your acquiring service provider to access your detailed billing information.

8. Liabilities and Warranties

8.1 Nothing in these Terms shall limit or exclude our liability for: (i) death or personal injury caused by our negligence; (ii) fraud or fraudulent misrepresentation; or (iii) for any other matter in respect of which it would be unlawful for us to exclude or limit liability.

8.2 To the extent permitted by applicable law, we are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) relating to these Terms, the App or your or your customer's use of the PayMe Links (where applicable), or any offers that form part of the Loyalty Programme.

8.3 To the extent permitted by applicable law, we are not liable for a delay or failure to perform our obligations under these Terms by reason of any cause beyond our reasonable control including but not limited to any action or inaction by you or any third party, any event which is beyond our reasonable control including without limit any market disruption, acts or restraints of government(s) or public authorities, war, revolution, strikes or other industrial action, fire, flood, natural disaster, explosion, terrorist action, the suspension or limitation of trading by any execution venue, or any breakdown, failure, defective performance or malfunction of any telecommunications settlement or other equipment or system, bank delay, postal delay, failure or delay of any fax or electronic transmission, any accident, emergency, act of god or any abnormal or unforeseeable circumstances.

8.4 The App and any services provided therein (including PayMe Links) are provided on an "as is", "as available" basis and without any representation or warranty, whether express, implied or statutory. In particular:

- we do not warrant that availability or performance of PayMe Links will be uninterrupted or error free;

- we are not responsible for any interruptions, including, but not limited to, system failures or other interruptions that may affect the use of the App, the provision of transaction data or the receipt, processing, acceptance, completion or settlement of transactions via PayMe Links;
- we make no representation or recommendation as to and accepts no responsibility for any services provided to you by third parties, including your acquiring service provider;
- we do not guarantee we will correct any errors in the App (including the the transaction data displayed), PayMe Links, APIs, materials, documentation, or data;
- we do not guarantee access to the App and any services offered therein (including PayMe Links and Perks) is free of viruses or other harmful code.

9. Termination and Suspension of Services

9.1 This agreement does not have a fixed duration so will continue until either you or we end it.

9.2 You can end your use of the App at any time by deleting the app from your device.

9.3 We may terminate your use of any of the services at any time by giving you at least 2 months' written notice (including email or text alerts).

9.4 We may also terminate or suspend your use of the services if your merchant acquiring service is terminated or suspended.

10. Intellectual Property Rights

10.1 All intellectual property rights in our App and the material published and services made available in it are owned by licensed or sub-licensed to us. All content is subject to copyright with all rights reserved.

10.2 Intellectual property rights mean rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). Our intellectual property includes all logos related to the App and any services made available therein. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of us. You may not copy, imitate or use our intellectual property rights without prior written consent..

10.3 We reserve all of our rights in any intellectual property. This means, for example, that we remain owners of them and are free to use them as we see fit. You must not remove any acknowledgement that we are the author of any website content or any content we provide to you as part of the services. You must not modify, adapt, copy, download or post material from our App.

10.4 Any feedback, user reviews, comments, and suggestions you may provide for improvements to the App or any services offered therein (including the PayMe Links) ("Feedback"), whether provided directly to us or on user review websites such as TrustPilot, is given entirely voluntarily and we will be free to use, disclose, reproduce, license, or otherwise distribute and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind. For example, we may use your user reviews provided on TrustPilot in its marketing material without obtaining further consent from you.

11. Other Products and Services

11.1 From time to time you may have access to other products and services within the Merchant Mobile App. You do not have to utilise these services, but they are available to you should you wish

to. This clause 11 of the Terms will be updated from time to time to include details of these services, and will indicate whether they are provided to you by us, or by third parties. Where products are provided by a third party, we act only as their introducer and are not responsible for the provision of the product or service.

11.2 PayMe Links. PayMe Links is a payment method that allows merchants to accept payments from their customers. PayMe Links is only available to merchants who receive card acquiring services from EVO Payments UK Ltd and who also have access and use of the App and have agreed to the terms and conditions for the use of PayMe Links via the App (included in Schedule 1 of these Terms) and the GP Collect Terms for use of the product.

11.3 YouLend. You have the ability to submit a request for a quote for business funding from YouLend Ltd. Any quote or subsequent contract you apply for with YouLend is between yourselves and YouLend Ltd. Business funding is not a regulated credit or lending product. For more information on the YouLend product please visit <https://youlend.com/apply/paypoint/welcome>. To find out more about how they manage your personal information, please visit <https://youlend.com/privacypolicy>. For any questions regarding your quote or application, please contact YouLend directly by phone on 0203 827 2870.

11.4 Perks. You have the ability to access Perks, a online discount voucher service for participating retail outlets. By selecting the Perks tab in the App, you will be able to access to Perks online store front and conduct purchases. Use of Perks is governed by its own terms and conditions available here <https://paypoint.quik.gift/terms>. For more information on how they use your personal data, visit <https://paypoint.quik.gift/privacy-policy>. Any vouchers purchased or used by you will be governed by the specific retailer's own terms and conditions which will be available alongside the voucher.

Perks is brought to you by Love2Shop (a trading name of Park Retail Ltd) and powered by MBL Solutions Limited. Both Love2Shop and MBL Solutions are part of the PayPoint Group of companies. For any issues or questions relating to Perks or the use of Perks, or any issues with an order, please contact the Perks support team by email at orders@quick.gift detailing your issue and providing your Order ID. Their business hours for contact are Monday-Friday 09:00-17:00.

11.5 Genius Mobile Pay. You have the ability to access Genius Mobile Pay via the Merchant Mobile App, in order to take payments via your mobile phone. In order to have access to this, you must (i) have an acquiring agreement with EVO Payments UK Ltd for a Genius Mobile Pay specific Merchant ID and the provision of the Genius Mobile Pay service; and (ii) download the Genius Mobile Pay app on the same device as the Merchant Mobile App and register for its use. The use of Genius Mobile Pay is governed by its specific licence terms and conditions available [here](#) and provided by Global Payments or another entity in the Global Payments group, and we have no responsibility or liability to you for its use or operation. Should you experience any issues with Genius Mobile Pay, please follow the instructions in the error message or contact the Global Payments support team directly.

12. Changes to these Terms and Conditions

12.1 We can change any of these Terms (including the PayMe Links Terms) at any time provided we give you at least one months' notice of the change, where such change will impact your use of the App or the products therein.

12.2 We can give you notice on the log in page of the App or by post, email, text or any other means we decide to communicate with you. The date when the change will take effect will be included in the notice. In some cases, you won't be notified in advance of a change being made, for example:

- if we reasonably think that the change benefits you;

- if we make a change to comply with law, regulation or related guidance and we're not reasonably able to provide advance notice; or
- if there are minor changes to the App, PayMe Links, or the way the App or any service therein operates that do not affect the quality of the service, the functions or your rights under these Terms.

12.3 The new terms will apply automatically at the end of the notice period but if you do not want to agree to the change you can stop using the App and should inform us you do not accept the change. If we do not tell us before the change takes place and/or you continue using the App after this we will assume you have accepted the change.

12.4 If the change relates to the PayMe Links Terms, and you do notify us that you do not accept the changes, your notification will be deemed to be a notice that you wish to terminate the PayMe Links service on the date upon which the changes are due to take effect.

13. General App Use Terms

13.1 You can contact us by email to the email addresses detailed below for any reason, including if you wish to log a complaint with us. If applicable, your notice will be deemed received on the same working day it is received if before 17:00 London time or if not, the next working day.

- If you are a Handepay merchant, email enquiries@handepay.co.uk
- If you are a PayPoint retailer, email contactus@paypoint.com

13.2 This agreement is between us and you as a merchant business and you cannot sell or transfer any of your rights or obligations to anyone else. We may transfer our rights and obligations at any time. If we fail to enforce any of our rights under these Terms and Conditions, it shall not be deemed to constitute a waiver of such right.

13.2 If any term of this agreement is found to be unenforceable this will not affect the validity of any others.

13.3 We do not provide advice. We contract on an execution only basis. Any information we provide is meant for informational purposes only and should not be interpreted as professional advice about the merits of a proposed transaction or upon any other matter.

13.4 These Terms and Conditions shall be governed in accordance with English Laws and the courts of England and Wales shall have exclusive jurisdiction in relation to any disputes arising from them or use of the App.

13.5 All information we give you and all communications from us will be in English. We will only accept communications and instructions from you in English.

SCHEDULE 1- PayMe Links Terms

1. Background. These additional terms and conditions govern your access to and use of the PayMe Links service ("**PayMe Links Terms**"). These form part of the wider Terms that govern the use of the the App and which shall also apply.

PayMe Links is a payment method that allows merchants to accept payments from their customers. PayMe Links is only available to merchants who receive card acquiring services from EVO Payments

UK Ltd (the “Acquirer”) and who also have access and use of the App and is provided by Global Payments, the parent company of the Acquirer, in conjunction with us and our provision of the App.

EVO Payments UK is the trading name of EVO Payments UK Ltd, a payment institution that is authorised and regulated by the Financial Conduct Authority (FRN number 959332).

In order to use PayMe Links, you will also be bound by the following agreements:

- **Acquiring Agreement**- your agreement with the Acquirer for the card acquiring service used to process the PayMe Link transactions. You will have been provided with a copy of these by your Acquirer.
- **GP Collect Terms** - the underlying system provided by your Acquirer (or another entity in the Acquirer’s group of companies) for the underlying payment processing for the PayMe Links service. [PayByLinkTermsOfUse-GPUK.pdf](#) By accepting these terms you are also accepting the GP Collect Terms.
- **The Terms**- the wider terms governing your use of the App, which these PayMe Links Terms form part of.

2. What is a PayMe Link? A PayMe Link allows you to accept card payments from your customers using a payment link.

- You can create a payment link via the PayMe Link menu in the App and send it to your customers via email or any messenger service e.g. Whatsapp or SMS, or other social media apps that are available for you to share from your mobile device.
- Once your customer receives a PayMe Link, they will need to open this and insert their card payment details to make a payment for your goods or services.

Please note that the Acquirer may at any time suspend the processing of your transactions using PayMe Links if it suspects a breach of these terms or the Acquiring Agreement and/or GP Collect Terms. Please contact the Acquirer directly in such instance.

3. How will you receive funds? The underlying card transaction is processed by the Acquirer and settlement of funds to you will happen in accordance with your Acquiring Agreement. The Acquirer will also handle any chargebacks and the deduction of all Fees due from you for the relevant transaction before they settle the funds to you. Please speak to the Acquirer directly for any questions regarding the processing and settlement of any transaction.

4. What are your obligations when using PayMe Links?

4.1 Restricted and Prohibited businesses You can only use PayMe Links to accept customer payments in the course of your business activities (as specified in your Acquiring Agreement). By accepting PayMe Links Terms you agree not to use PayMe Links for any transactions other than your business activities.

4.2 Your obligations to your customers. You are solely responsible for your relationship with your customers. This means that you (and not us or your Acquirer) are responsible for the products and services you sell, their nature and quality, your advertising, delivery, support, refunds, returns, disputes, and chargebacks, and for any other aspect of your relationship with your customers. You undertake to us to meet your responsibilities to your customers under any applicable laws. In particular, we will not provide your customers with any support regarding your products, services or transactions made using PayMe Links.

Your customers must understand the purpose, amount, and conditions of the payments they make using PayMe Links. You therefore warrant to us that when using PayMe Links you will:

- clearly communicate to your customers the nature of the transaction before your customers submit a payment using PayMe Links;
- provide your customers with a way to contact you for any issues with the transaction or the underlying product or service;
- not use PayMe Links to sell products or services in an unfair or deceptive way, expose your customers to unreasonable risks, or fail to disclose material terms of a purchase in advance;
- inform customers that the Acquirer processes the transactions;
- follow any applicable legal consumer protection obligations in your dealings with customers;
- have a reasonable return, refund or cancellation policy, and explain to customers how they can use the processes.

4.3 Your other obligations. You shall be solely responsible for keeping records of all payments and other data related to your use of PayMe Links for your business activities. Notwithstanding your obligation, we will make available to you via the App the details of the PayMe Links you have created (customer name, amount and date created) and their status (i.e. paid or unpaid). Please note that details of all of your transactions, including via PayMe Links will be available in your acquirer portal. If you have any questions or concerns with your transactions please speak to the Acquirer directly.

You are solely responsible for the communication of any PayMe Links created to your customers and for managing these PayMe Links. PayMe Links will remain 'active' until and unless you decide to cancel them. You cannot cancel a paid request.

It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and pay the correct tax to the appropriate tax authority.

You must comply with all applicable international and domestic laws, rules, and regulations in connection with your business activities. In particular, you must comply with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, Bribery Act 2010, the General Data Protection Regulations and the Data Protection Act 2018, the Consumer Rights Act 2015, and the Criminal Finances Act 2017. You are obliged to follow any and all instructions that we provide to you with respect to your use of PayMe Links, whether such instructions are provided via the App, email, or otherwise.

5. What happens with chargebacks? Any transactions which are disputed may be subject to a chargeback is a process. A chargeback may also arise the Acquirer or a Card Scheme believe the transaction was not authorised, was unlawful, suspicious, or in violation of these PayMe Links Terms. Chargebacks are dealt with directly by your Acquirer under the terms of your Acquiring Agreement and not via the App.

6. How are refunds processed? For any transactions your customers make using PayMe Links, you will not be able to process refunds via the App. Any refunds will need to be managed between you and your customer directly via other means.

7. What Fees are charged for using PayMe Links? Your Acquirer will charge you fees for enabling you to accept card payments via the PayMe Links. The Fees include both your standard acquiring fees and your per transaction fee for each PayMe Link used. All Fees will be detailed in your Acquiring Agreement and/or your Welcome email (depending on the additional services you are also receiving).

9. Help and Support. If there is a problem with the functionality of the PayMe Links in the App (e.g. you cannot create a PayMe Link), we are here to help. You can contact us via phone on 0333 005 0999 from 9am to 5pm Monday to Friday for support. If there is a problem with a payment that has been made via a PayMe Link (e.g. a customer can't pay, or you haven't received settlement), you need to speak to your Acquirer directly.

10. Termination. You may terminate the PayMe Links Terms by contacting us on the details set out above and by contacting the Acquirer directly. However, you may not be able to terminate the PayMe Links if:

- there is an ongoing investigation in your compliance with these PayMe Link Terms (whether or not your access to PayMe Links has been suspended by us);
- you have a pending transaction;
- your access to PayMe Links is suspended by the Acquirer

We may terminate the PayMe Links service by giving you at least two (2) months' prior written notice.

The Acquirer's provision of notice to terminate the GP Collect Terms and/or your Acquiring Agreement for the GP Collect Merchant ID used for PayMe Links shall additionally constitute a notice of termination of these PayMe Links Terms and such termination will be effective on the same date as the termination of the GP Collect Terms and/or your Acquiring Agreement.

Please note, the Acquirer may, on immediate notice, suspend or terminate your access to PayMe Links where they consider you have breached the terms of your Acquiring Agreement, the GP Collect Agreement or these PayMe Links Terms for any reason. In such instance, you will be able to access the PayMe Links menu but will be unable to create any new PayMe Links.

11. Effects of Termination. If your access to PayMe Links is suspended for any reason or the PayMe Link Terms are terminated for any reason you agree that the intellectual property licence we granted you under these PayMe Links Terms will terminate and we may delete all of your information, account data and records, unless we are required to retain such information under applicable law.

12. What other important legal provisions do you need to know?

12.1 Data. We do not hold the card details for your customers. These are processed by the Acquirer and their security and privacy obligations are detailed in the Acquiring Agreement. We do hold basic information such as your customer's name and the date and status of the PayMe Link issued to that customer.

12.2. Liabilities. In addition to clause 8 of the Terms, we are also not liable for damages or loss resulting directly or indirectly from:

- persons acting under your authorisation in accordance with these PayMe Links Terms and the limitations imposed upon them;
- your use of third party services, not associated with us;
- your inability to use PayMe Links for any reason (including any delay/disruption);
- viruses or other malicious software obtained by accessing the App;
- glitches, bugs, errors, or inaccuracies of any kind in the PayMe Links;
- the content, actions, or inactions of third parties, including Acquirer;
- a suspension or other action taken with respect to PayMe Links or the App;

- your need to modify practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to these PayMe Links Terms;
- illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data;
- any deletion of your information, account data and records.

We are not a party to any underlying obligations that may exist between a payer and a payee to a payment transaction executed using PayMe Links and we accept no responsibility for the performance of any such underlying obligations or the products and/or services that payment transactions relate to.

12.3 Indemnity. You are responsible, and promise to pay us immediately if we suffer any loss or incur any cost (including legal fees or debt collection fees) as a result of any acts and omissions of anyone who uses PayMe Links or your failure to comply with these PayMe Links Terms, GP Collect Terms, Acquirer Agreement, applicable law or regulation or your legal or contractual obligations to your customers.

12.4 Intellectual Property Rights. We grant you a non-exclusive, non-transferable right, without the right to grant sublicences, to use PayMe Links during the term of these PayMe Links Terms solely for your internal business operations.

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