

RapidPay Terms and Conditions

These RapidPay Terms and Conditions, Application Form, Privacy Policy, and the terms associated with any services provided by: Stripe which is available at: <https://stripe.com/en-gb/legal/connect-account>; TrueLayer, which is available at: https://truelayer.com/legal/enduser_tos/; and/or GoCardless which is available at: <https://gocardless.com/legal/customers/>; and any other materials, agreements or documents specifically incorporated by reference, constitutes an Agreement between you and RapidPay (**Agreement**). By signing the Application Form, you confirm that you have read and understood this Agreement and you accept the terms and conditions set out below.

1. Definitions and interpretation

1.1 Definitions

In this Agreement the following definitions apply:

Accounts means one or more bank accounts you have with a financial institution which you nominate in your Application Form for the debiting of Fees and/or the settlement of Processed Payments.

ADC means account data compromise.

Adjustments means any processing, charges or transaction fees in relation to a Payment reversal, Chargeback, refund or error correction.

AML/CTF means anti-money laundering and counter terrorism financing.

Application or Application Form means the application form completed by the Business to apply for the Services.

Approved Partner Product means the third party legal practice management software provider identified in your Application Form as LEAP Legal Software Ltd, company number 08802975 of Level 1, Regal House, 70 London Rd, Twickenham, TW1 3QS.

BACS Payments means any payment that is deposited electronically via Banker's Automated Clearance Services directly from a Client bank account to your Account.

Bank Data means the digital link between your specified Account and our software, which automatically imports your banking transactions on a daily basis.

Business means each business entity owned or operated by a law firm identified by its company number.

Business Day means:

- (a) a day on which banks are open for business in the city where the notice or other communication is received, excluding a Saturday, Sunday or public holiday; or
- (b) for all other purposes, a day on which banks in London are able to effect settlement through the Bank of England.

Card Scheme means all of the following but not limited to Visa, Mastercard, and American Express, subject to change without notice.

Chargeback means a challenge to a Credit Card Payment by a Client, a financial institution, or a third party which results in a reversal of that Credit Card Payment to the Client.

Client means your client(s) that you direct to make a Payment.

Costs means the transaction costs associated with the various payment channels for:

(c) Lite Plan: set out in the table in clause 5.1(a);

(d) Premium Plan: set out in the table in clause 5.2(a).

Credit Card means a debit, charge, credit or other financial transaction card issued by a member or affiliate of a Card Scheme on which their respective logos appear.

Credit Card Payment means Credit Card payments facilitated by any of the Card Schemes.

Data Gathering Service Provider means TrueLayer, an authorised payment institution which provides you access to and use of account reconciliation and verification in relation to the Premium Plan.

Data Protection Act means the UK Data Protection Act 2018.

Data Protection Laws means the Data Protection Act, the General Data Protection Regulation 2016/679 and any other applicable legislation, principles, industry codes, guidelines, codes of conduct or ancillary regulation relating to privacy or the handling of Personal Data by either you or us.

Direct Debit means internet banking transactions where a debit is made in accordance with a DDRSA.

DDRSA means the Direct Debit Request Service Agreement you enter into with GoCardless.

Fees means the Subscription Fees and Costs.

GoCardless means GoCardless Ltd Sutton Yard, company number 07495895 of 65 Goswell Road, London, UK EC1V 7EN.

Lite Plan means the services offered to you for the Costs in accordance with clause 5.1.

Loss or Claim means any direct or indirect loss, liability, action, proceeding, damage, cost, expense, claim or suit (including all reasonable legal costs and expenses), including liability in tort and special, consequential, economic or incidental loss or damage of any kind (including exemplary or punitive damages) or loss of business, profits, goodwill, use, data, income or other intangible losses whether actual or anticipated.

Materials means all documentation and promotional material (including, without limitation, brochures, advertisements, promotional information, publicity and the content of any advertisements, promotions or publicity on any medium, including television, radio, the internet or print) relating to the Services from time to time, as amended, including such materials that in electronic format.

Payment means any payment made by a Client to you for your invoices and/or anticipated trust deposits via the various bill payment options provided via the Services.

Payment Processing Agreement means the Payment Processor Agreement, as updated, or amended from time to time, including agreements and other documents referred to in such agreement, which we have entered into with the Payment Processor to process Payments for you.

Payment Processor means the third party payment processing providers identified in your Application Form as Stripe, and in your DDRSA as GoCardless.

PCI DSS means payment card industry data security standard.

Personal Data means any information that relates to an identified or identifiable individual, and can include information that you provide to us and that we collect about you, such as when you engage with our Services.

Personnel means officers, affiliates, employees, agents, contractors and subcontractors.

Premium Plan means the services offered to you for the Subscription Fee and Costs in accordance with clause 5.2.

Processed Payments means Payments deposited in the Settlement Account which have Adjustments and any other amount owed to us under this Agreement debited before being credited to your Account (excluding BACS Payments which are credited directly to your Account).

RapidPay, we, us, and our means Rapid Financial Services Solutions Ltd, company number 9711560, VAT No: 344 3539 01, of Level 1, Regal House, 70 London Road, Twickenham, TW1 3QS.

Services means the various bill payment options and service features offered to you under a Lite Plan or Premium Plan.

Settlement Account means the bank account held by the Payment Processor where Payments are credited.

Stripe means Stripe Payments UK Ltd, company number 08480771 of 9th Floor, 107 Cheapside, London, EC2V 6DN.

Subscription Fee means the monthly subscription fee for the Premium Plan as set out in the table in clause 5.2(a).

Third Party Service Providers means any third parties engaged to perform any operations in relation to the Services.

TrueLayer means TrueLayer Limited, company number 10278251 of 1 Hardwick Street, London, UK, EC1R 4RB.

VAT means a Value Added Tax, or any similar tax imposed in the United Kingdom.

you or your means the Business applying for the Services in the Application Form.

(l) Specifying anything in this Agreement after the terms 'include', 'including', 'includes', 'for example', 'such as' or any similar expression does not limit the sense of the words, description, definition, phrase or term preceding those terms unless there is express wording to the contrary.

2. Application

2.1 Subject to clause 2.2, to be eligible for the Services you must:

- (a) submit an Application Form (or if you have more than one Business you must submit an Application Form for each Business applying for the Services);
- (b) be the registered user of an Approved Partner Product;
- (c) hold a current practising certificate to be engaged in legal practice;
- (d) nominate relevant Accounts;
- (e) have a valid company number;
- (f) be registered for VAT;
- (g) authorise Payments made by Clients to be credited to the Settlement Account;
- (h) authorise us to give your authority, consent or instruction to the Payment Processor, the Card Schemes, the Data Gathering Service Provider and any Third Party Service Provider in relation to the Services;
- (i) consent to the disclosure of your Personal Data in accordance with clause 8;
- (j) enter into a DDRSA for the Direct Debit of Fees from your Account;
- (k) nominate and provide the contact details of a representative who is authorised to provide instructions on your behalf relating to your Account, the Services, your Clients and any Fees payable by you (**Primary Contact**);
- (l) enter into a sub-merchant facility with the Payment Processor for the acceptance and processing of Credit Card Payments; and
- (m) enter into any other agreement with the Payment Processor, Card Schemes, Data Gathering Service Provider or Third Party Service Provider (if required) for the Services.

2.2 We may not approve your Application if:

- (a) you do not provide us with documents or information reasonably required by us;
- (b) any document or information provided by you is found to be false, misleading or inaccurate;
- (c) we cannot verify the accuracy of any documents or information, including Personal Data provided by you; or
- (d) anything occurs which in our reasonable opinion makes approving your Application unsuitable.

2.3 We may publish the Primary Contact details on our website to enable your Clients to contact you directly.

2.4 Should you receive any Payments prior to your Application being approved by us, the Payments may be withheld until your Application is approved.

2.5 No Fees in relation to the Services will be payable by you if your Application is declined.

3. Scope of Services

3.1 We are a payment facilitator, acting as transactional aggregator between you (the biller) and your Client (the payer). We use integrated software and products and services provided by the Payment Processor, the Card Schemes, the

1.2 Interpretation

In this agreement unless the context requires otherwise:

- (a) Headings and bold type are for convenience only and do not affect the interpretation of this Agreement.
- (b) The singular includes the plural and the plural includes the singular.
- (c) Words of any gender include all genders.
- (d) Other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.
- (e) An expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency as well as an individual.
- (f) A reference to a clause, party, schedule, attachment or exhibit is a reference to a clause of, and a party, schedule, attachment or exhibit to, this Agreement.
- (g) A reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them.
- (h) A reference to a document includes all amendments or supplements to, or replacements or novation's of, that document.
- (i) A reference to a party to a document includes that party's successors and permitted assignees.
- (j) Where you are two or more persons, your obligations under this Agreement are joint and several.
- (k) No provision of this Agreement will be construed adversely to a party because that party was responsible for the preparation of this Agreement.

Data Gathering Service Provider, and other Third Party Service Providers, to enable your Clients to make Payments to you via the Services.

3.2 You acknowledge and agree that:

- (a) we are not a payment processor and we are not responsible for compliance with laws imposed upon payment processing activity. Rather, all payment processing is conducted via the Payment Processor subject to and in accordance with a Payment Processing Agreement which we have entered into with the Payment Processor;
- (b) the Payment Processor, the Card Schemes, the Data Gathering Service Provider, and Third Party Service Providers (including their respective Personnel) who provide the Services, are third-party beneficiaries of this Agreement (**Third-Party Beneficiaries**). The Third-Party Beneficiaries have the right to enforce directly against you the terms of this Agreement as related to the Services and have no responsibility of liability regarding our obligations to you under this Agreement;
- (c) there are times and circumstances where the Card Schemes and/or Third Party Service Providers are not obliged to make available or provide access to the Payments, and at these times and in these circumstances, neither you nor your Clients will be able to make or receive Payments;
- (d) the Payment Processing Agreement and the agreements we have with the Third-Party Beneficiaries relating to the Services may:
 - (i) change from time to time, requiring us to impose other obligations under this Agreement including additional or increased Fees;
 - (ii) require us or you to act (or not act), in a manner otherwise inconsistent with this Agreement from time to time, and if this occurs, we may act (or not act), in the manner required without any liability to you, and you must act (or not act), in the manner required as directed by us without any liability to us. Any such requirement, action or inaction does not have the effect of changing this Agreement;
 - (iii) require you to:
 - (1) comply with any reasonable notice, direction or communication and do all things and provide all information as and when reasonably required by us, at your cost, to fulfil our obligations to the Third-Party Beneficiaries;
 - (2) comply with terms and conditions, manuals or operating guides provided to you, from time to time, on behalf of the Third-Party Beneficiaries;
 - (3) obtain from Clients any information, assistance, authority or consents reasonably required by us on behalf of the Third-Party Beneficiaries;
 - (4) alter printed Materials or cease distributing pre-printed Materials;
 - (5) provide the Payment Processor with the following (only if you provide e-commerce services over the internet):
 - a. reasonable access to view, monitor and audit the e-commerce pages of your website; and

- b. full details of your web hosting provider, (if applicable) shopping cart vendor system, Secure Socket Layer (SSL) provider and expiration date of SSL certificate, from time to time,

- (e) you have obtained the Client's authority to make Payments using our Services;
- (f) you will provide any information, assistance, authorities or consents reasonably required or directed by us;
- (g) we and the Payment Processor may act as your associate or agent, as the case may be, in relation to the collection of Payments;
- (h) you will provide a written response to us within five (5) Business Days of a written request to explain any activity or circumstance relating to your use of the Services; and
- (i) you will provide five (5) Business Days' notice in writing if there is any changes to the information in your Application, your Personal Data or your Accounts.

3.3 Subject to your payment of the Fees in clause 7, we grant to you, a non-exclusive licence to use our business name, trading name, get-up, logo and/or trademarks on your invoices, from time to time, and other materials specified by us and in any other way that we permit from time to time (**Trademark License**).

3.4 In connection with the Trademark License we agree to make available to you the Services until this Agreement is terminated. The licence granted pursuant to clause 3.3 ceases without further notice if this Agreement is terminated.

4. Lite and Premium Plans

4.1 Lite Plan Features, Subscription Fee and Costs

- (a) The Lite Plan has no monthly subscription fee.
- (b) Services for the Lite Plan include the Card Scheme, payment alerts and automated receipting
- (c) The table below sets out the Costs associated with various bill payment channels:

Lite plan	Cost (VAT exc.)	Frequency
Credit Card Payment transaction fee	£0.50	Per transaction
Visa merchant fee	1.85%	Per transaction
MasterCard merchant fee	1.85%	Per transaction
Chargeback processing fee	£20.00	Per transaction
Dishonour Fee	£3.50	Per transaction

4.2 Premium Plan Features, Subscription Fee and Costs

- (a) The Premium Plan has a monthly Subscription Fee.
- (b) Services for the Premium Plan include Card Scheme, BACS payments, payment alerts, automated receipting, unlimited payment reminders and account reconciliation and verification.
- (c) The table below sets out the Subscription Fee and the Costs associated with the various bill payment channels:

Premium plan	Cost (VAT exc.)	Frequency
Subscription Fee	£7.50	Monthly in arrears
BACS Payment transaction fee	£0.50	Per receipt
Credit Card Payment transaction fee	£0.50	Per transaction
Visa merchant fee	1.85%	Per transaction
MasterCard merchant fee	1.85%	Per transaction
American Express	1.85%	Per transaction

merchant fee		
Chargeback processing fee	£20.00	Per transaction
Dishonour Fee	£3.50	Per transaction

- 4.3 Upgrading or downgrading your plan
- (a) You may switch between the Lite Plan and Premium Plan at any time.
 - (b) If you switch from Lite to the Premium Plan, you will be charged the Premium Subscription Fee for that month in which the switch is made.
 - (c) If you switch from Premium Plan to Lite, you will be charged the Premium Subscription Fee for that month in which the switch is made.

5. Payment of Fees

- 5.1 You authorise us to debit from your Account all Fees payable to us. Fees are payable and debited from your Account on the due date identified on any invoice we provide to you.
- 5.2 You must ensure there are sufficient funds in your Account to cover the Fees. If, there are not sufficient funds in your Account, upon any demand in writing from us, you must immediately pay us the Fees in cleared funds. In the event you do not pay us the Fees in cleared funds, you authorise us to deduct such Fees from the Settlement Account.
- 5.3 Additional Fees may be charged where the Fees are debited from your Account but are rejected by your financial institution for any reason.
- 5.4 Each month we will provide you with a monthly statement detailing:
- (a) the sum of Payments made by Clients;
 - (b) the sum of Adjustments debited from Payments in the Settlement Account;
 - (c) the total Processed Payments received; and
 - (d) the Fees debited from your Account.
- 5.5 Fees will not be refunded where an Adjustment is processed in relation to a Payment.
- 5.6 We may revise the Fees at any time without your consent, including when Fees are due, or we may introduce new fees or charges without your consent. We will inform you via our website: <https://www.rapidpaylegal.co.uk/> or other electronic means. In making changes we will act reasonably.
- 5.7 Any Fees which have become payable but have not yet been debited will be calculated and debited from your Account on the day this Agreement is terminated for any reason. Those Fees will be displayed on your final statement.

6. Payment Processing

- 6.1 Except for BACS Payments, all Payments made by Clients will be directed into the Settlement Account, before being processed and distributed to your Account as a Processed Payment or otherwise dealt with under this Agreement.
- 6.2 Ordinarily, BACS Payments will be disbursed to your Account on the same Business Day. All Processed Payments will be credited to your Account within three (3) Business Days.
- 6.3 Each Business Day the details of Payments made by your Clients will be available via your Approved Partner Product along with your bank account statement information via Bank Data.
- 6.4 We accept no responsibility for delays in Processed Payments, which may include public holidays, late payment instructions from you or your Representative, any event listed in clause 21 and/or the actions of any Third-Party Beneficiaries).
- 6.5 You acknowledge and agree that the RapidPay and the

Payment Processor:

- (a) will not facilitate or process Payments that may be in contravention of any applicable law; and
 - (b) are entitled to retain any interest or other financial benefit accruing as a result of Payments held in the Settlement Account.
- 6.6 We may reverse any Payment credited to the Settlement Account, where that Payment was made in error, is suspected of being fraudulent, is a Chargeback or where we are otherwise required to do so.
- ## 7. Credit Card Payments
- 7.1 You must:
- (a) only give your Clients the information and Materials specified by us (and you may not give them any other information or Materials) in relation to Credit Card Payments;
 - (b) give us copies of all information and Materials you give your Clients relating to Credit Card Payments upon our reasonable request;
 - (c) not transmit Credit Card information across the internet or other networks without encryption or scrambling of the information;
 - (d) not request that your Clients provide their Credit Card details and/or PIN number for you to retain for future payments;
 - (e) protect access to Credit Card information on the internet and other networks used by you, by password and restrict access to selected Personnel;
 - (f) not give, buy, sell or exchange Client cardholder information in any form to anybody; and
 - (g) store any records that contain Credit Card numbers in a secure place only accessible to selected Personnel.
- 7.2 You acknowledge and agree that:
- (a) we will receive the Credit Cards details of your Clients if Clients make Credit Card Payments;
 - (b) you will not direct Clients to make Credit Card Payments:
 - (i) which represent a refinancing or transfer of an existing financial obligation to you (whether or not you consider that the obligation is uncollectible);
 - (ii) as an alternate method of Payment due to the prior dishonour of your Client's personal cheque; or
 - (iii) which are split into two or more Payments regarding the same Credit Card to avoid transaction limited. You will not be avoiding any transaction limits by splitting a Payment in the following instances:
 - (1) when your Client bills a portion of the Payment to a Credit Card and pays the remaining balance by cash or cheque only; or
 - (2) when the goods or services will be delivered or performed after the Payment date, and one voucher represents a deposit, and the second voucher represents payment of the remaining balance and the second voucher is conditional upon the delivery or performance of the goods or services.
- 7.3 A Credit Card Payment will be invalid if:
- (a) the transaction occurs after the Services are suspended or this Agreement is terminated;
 - (b) the total amount outstanding by a Client on any invoice

is split into two or more Credit Card Payments to avoid transaction limits for the total amount of the sale (each transaction will be invalid);

- (c) the Client's signature on any invoice or cardholder authorisation is forged, obtained by fraud or deception, unauthorised or otherwise invalid;
- (d) the Credit Card details provided to us are incomplete or illegible or not current at the time of the Payment;
- (e) it was made without the cardholder's authority;
- (f) it did not originate from an act between you and the cardholder;
- (g) you fail to retain a copy of the payment receipt or voucher signed by the cardholder for 18 months from the date of Credit Card Payment;
- (h) it is not for the supply of goods or services to a genuine customer;
- (i) it represents a transfer of funds, not supply of goods or services;
- (j) the Payment Processor did not authorise the Credit Card Payment;
- (k) it is a refund and:
 - (i) no corresponding Payment exists or was made by the Client on which the refund request is made;
 - (ii) is a different Credit Card than the one used by the Client for the corresponding Payment;
 - (iii) is below any minimum amount set by us from time to time;
 - (iv) exceeds the amount of the corresponding Payment originally made by your Client;
 - (v) was not submitted using the relevant refund request form or any other documentation we advise you from time to time; or
 - (vi) you are unable to demonstrate the validity of the refund to us or the Payment Processor's satisfaction.

7.4 The Payment Processor may refuse to accept any Credit Card Payment if it is invalid or unacceptable and may charge it back to you if we have already processed it.

7.5 In the event of an ADC, you authorise the Payment Processor to contact any Card Scheme or Third Party Service Provider that enables the Credit Card Payments for the purpose of determining the extent of that ADC, assessing remedies for that ADC and assessing compliance with the PCI DSS.

7.6 You must not accept payments via Credit Card for any purpose other than to pay fees owed to you for services provided by you (e.g., you cannot use Credit Card payments to hold client funds, collection or settlement amounts, or disputed funds).

8. Chargebacks

8.1 You acknowledge and agree that the Payment Processor may refuse to accept, or may Chargeback, any Credit Card Payment if:

- (a) the Credit Card Payment is subject to any event listed in clause 8.3;
- (b) you do not provide (upon reasonable request) clear and legible documentation relating to a Payment by the due date on any written request;
- (c) the Client cardholder claims the Credit Card Payment is invalid or disputes liability for any reason;
- (d) a Direct Debit for a recurring Credit Card Payments was cancelled prior to any Payment made by the Client cardholder; or

(e) the Client cardholder asserts a claim for set-off or a counterclaim.

8.2 Credit Card Payments which are invalid or which the cardholder claims are invalid or disputes for any reason, where a Payment has been reversed back to the Client cardholder will be charged back to your Account, inclusive of any Adjustments.

8.3 Chargebacks may be processed to your Account up to 18 months after the date of the original Credit Card Payment.

8.4 We will not participate in any disputes between you and your Clients in respect to a Chargeback.

8.5 Any Costs related to Credit Card Payments that has been charged back to the Client cardholder are not refundable.

8.6 You must ensure that Chargebacks do not exceed 0.5% of your total transactions processed by us in any calendar month. Where chargebacks exceed 0.5% of total transactions, we may immediately suspend the Services. We reserve the right to not re-activate the Services, or if your Services are re-activated, we reserve the right to request a holding deposit for any further Chargebacks that may occur as a condition of reinstating our Services.

9. American Express Payments

9.1 This clause applies to all American Express credit card payments made via the Premium Plan. You hereby acknowledge and agree:

(a) To abide by the terms of this Agreement.

(b) To:

- (i) disclose transaction data, Personal Data, and other information about you to American Express and its affiliates, agents, subcontractors, and employees; and
 - (ii) authorise American Express and their affiliates, agents, subcontractors, and employees to use such information to perform under this Agreement, operate and promote the network, perform analytics and create reports, and for any other lawful business purpose.
- (c) To display American Express marks and give American Express equal representation with any signage, decals or other identification when promoting payment methods and remove them should this Agreement be terminated.
 - (d) To comply with your obligations in relation to Cardmember disputes, transaction processing, authorisation, submission and protecting Cardmember information.
 - (e) To comply with all applicable laws, rules and regulations relating to the conduct of your business.
 - (f) That your refund policies for purchases on the Card must be at least as favourable as your refund policies for purchases on any other payment product and the refund policy must be disclosed to cardmembers at the time of purchase and in compliance with applicable law.
 - (g) To abide by the limitation of liability on American Express' liability set forth in this Agreement.
 - (h) To any industry-specific requirements of which American Express notifies you in writing from time to time.
 - (i) That your website does not contain libellous, defamatory, obscene, pornographic, or profane material or any information that may cause harm to any individuals or to the American Express brand.
 - (j) To comply with, the American Express Data Security Operating Policy, a copy of which is available at www.americanexpress.com/datasecurity and which

American Express may amend from time to time.

- (k) To authorise RapidPay to submit American Express transactions to, and receive settlement from, American Express on Your behalf.
- (l) That American Express shall be a third-party beneficiary of this Agreement. As a third-party beneficiary, American Express shall have the right to enforce directly against you the terms of this Agreement as related to American Express credit card payments.
- (m) That American Express shall have no responsibility of liability regarding RapidPay's obligations to you under this Agreement.

10. Account Reconciliation and Verification

10.1 Your use of automated bank account feeds enabled by the Data Gathering Service Provider from within the Premium Plan is subject to the following terms. You acknowledge and agree:

- (a) you have read and understood the Data Gathering Service Provider's Terms of Service which is available at https://truelayer.com/legal/enduser_tos/ regarding automated bank account feeds;
- (b) your use of automated bank feeds is enabled by Bank Data feeds from your bank via the Data Gathering Service Provider;
- (c) to provide true, accurate, current and complete information about yourself and your accounts maintained at other web sites;
- (d) to not misrepresent your identity or your Account information;
- (e) to keep your Account information up to date and accurate;
- (f) you will not copy, reproduce, distribute, or create derivative works from the content delivered to you through the Data Gathering Service Provider in respect of the Services;
- (g) you will not reverse engineer or reverse compile our technology, or integrated software, including but not limited to, any Java applets associated with the Services;
- (h) you will license to us and the Data Gathering Service Provider any information, data, passwords, materials or other content (collectively, **Content**) you provide through or to the Data Gathering Service Provider;
- (i) we and the Data Gathering Service Provider may use, modify, display, distribute and create new material using such Content to provide the Services to you;
- (j) by submitting Content, that the owner of such Content has expressly agreed that, without any particular time limit, and without the payment of any fees, that we and the Data Gathering Service Provider may use the Content for the purposes set out in this clause 11;
- (k) to authorise us and the Data Gathering Service Provider to access third party sites designated by you, on your behalf, to retrieve information requested by you, and to register for accounts requested by you;
- (l) to grant us and the Data Gathering Service Provider a limited power of attorney, and you appoint us and the Data Gathering Service Provider as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done

in connection with such activities, as fully to all intents and purposes as you might or could do in person;

- (m) that we and the Data Gathering Service Provider are acting as your agent, and not the agent or on behalf of the third party in accessing and retrieving information from third party sites;
- (n) that any third party account providers shall be entitled to rely on the authorization, agency and power of attorney granted by you in this clause 11; and
- (o) that we are not endorsed or sponsored by any third party account providers accessible through the Services.

11. Privacy Disclosures

- 11.1 We will collect, use, and store any of your Personal Data in accordance with our [Privacy Policy](#) (as varied from time to time).
- 11.2 Without limiting the operation of our Privacy Policy, you expressly authorise us to disclose any of your, your Clients or your Personnel's Personal Data to the Third-Party Beneficiaries, industry associations, financial institutions, regulators, courts, tribunals, law enforcement agencies or to any other person for any reasonable purpose, in order to provide the Services, for your or your Clients identification or verification procedures, to satisfy AML/CTF obligations, to verify the details provided on your Application Form, to confirm your or your Clients creditworthiness or in the event of a data breach or ADC.
- 11.3 Disclosures may be made to Third Party Service Providers located in countries where the laws on the collection, use and disclosure of Personal Data are less stringent than the United Kingdom. In such cases, we will take appropriate measures to ensure adequate data protection in accordance with applicable Data Protection Laws.

12. Trademarks

- 12.1 During the term of this Agreement, you grant us a royalty-free worldwide, non-transferable, non-exclusive licence to use your business name, trading name, get-up, logo and/or trademarks on invoices, statements and other materials for the Services from time to time.

13. Intellectual Property Rights

- 13.1 This Agreement does not give you any intellectual property rights in, or other rights in respect of, any of our:
 - (a) software, documents, templates, marketing material, trademarks, business names, logos, trading names, get-up, processes or methodologies; or
 - (b) other intellectual property,other than those rights which have been expressly licensed to you under this Agreement.
- 13.2 You must not, and you must ensure that your Personnel do not, use, reproduce or modify the intellectual property rights contemplated by this clause 14 except as expressly provided in this Agreement or with our prior written consent.
- 13.3 If any intellectual property rights in or to any systems, processes or methodologies are developed by you from your use of the Services, you must assign any and all such rights to us on demand.
- 13.4 You appoint us and our Personnel as your agent and attorney to sign anything and do anything necessary on your behalf to ensure such rights are assigned to us.

14. Government Taxes and Charges

- 14.1 This clause 15 applies to Fees in this Agreement that are subject to VAT but are not expressed as 'VAT inclusive'. We

reserve the right to apply this clause 15 to all Fees in this Agreement if there is a change to the VAT rate or to whether or how VAT applies to a Service identified in this Agreement.

- 14.2 If we are liable to pay VAT or any similar tax on a supply made in connection with a Service referred to in this Agreement, then you agree to promptly on demand pay us an additional amount equal to the consideration payable for the supply, multiplied by the prevailing VAT rate.
- 14.3 You are also obligated to pay all other applicable taxes, fees, duties, stamp duty, debit tax and other charges imposed by any governmental authority on the Services provided under this Agreement.

15. Suspension and Termination

- 15.1 You may terminate this Agreement for any reason by providing 30 days prior written notice to us (**Notice Period**). During the Notice Period you must authorise and ensure the payment of any Adjustments or Fees. Any Processed Payments made during the Notice Period may be subject to additional administration processing fees, inclusive of your usual Subscription Fee (if relevant).
- 15.2 You acknowledge and agree that we may suspend your access to the Services and/or immediately terminate this Agreement if:
- (a) your Direct Debit authority is cancelled or withdrawn;
 - (b) any of the following occurs without our prior written consent:
 - (i) a change in control of your Business;
 - (ii) a change in your Business activities;
 - (iii) a change in the type of goods or services you provide; or
 - (iv) a change to your domain name or any material aspects of your website;
 - (c) the Payment Processor terminates your access to any of the Services;
 - (d) Adjustments are unable to be debited from the Settlement Account for any reason;
 - (e) Fees are unable to be debited from your Account for any reason;
 - (f) you go into liquidation, take, permit or suffer a step toward going into liquidation, or we reasonably suspect you may do so or we have reasonable concerns about your credit worthiness;
 - (g) we are required to do so under the terms of the Payment Processing Agreement or any other agreement we have with the Third-Party Beneficiaries;
 - (h) the Payment Processing Agreement or any other agreement we have with the Third-Party Beneficiaries is terminated and no substitute arrangements are in place;
 - (i) you have materially breached any of your obligations under this Agreement, and you fail to remedy the breach (including non-payment of any Fees) within five (5) Business Days of notice from us;
 - (j) any arrangements we have in place with the Third-Party Beneficiaries necessary to the Services ceases to exist or in our opinion render the ongoing operation of the Services unfeasible;
 - (k) the action of a regulator in our opinion renders the ongoing operation of the Services unfeasible;
 - (l) we believe it is necessary either to protect the security, integrity or reputation of the us or Services, or to otherwise protect our interests;
 - (m) a change occurs in your Business, assets or financial

condition which in our reasonable opinion has or may have a material adverse effect on your ability to meet your obligations under this Agreement; or

- (n) you no longer use any of the Services.
- 15.3 Following suspension of your access to the Services or termination of this Agreement, we will notify you in writing.
- 15.4 We may lift a suspension, at any time in our absolute discretion.
- 15.5 If you become aware of a circumstance which would permit us to suspend your access to the Services under this clause 16, you must immediately advise us in writing.
- 15.6 Upon suspension of your access to the Services:
- (a) you must immediately cease using or distributing Material containing any intellectual property rights of ours or the Payment Processor or any Third Party Service Providers granted to you in relation to the Services;
 - (b) you must comply with any reasonable direction given by us to facilitate the suspension in an orderly manner;
 - (c) you must not direct your Clients to make Payments;
 - (d) we may place conditions upon any subsequent Application submitted by you for the Services; and
 - (e) no accrued rights of yours or ours are extinguished or otherwise affected.
- 15.7 On termination of this Agreement:
- (a) you must immediately cease to use or distribute Material containing any intellectual property rights of ours or any Third Party Service Providers granted to you in relation to the Services;
 - (b) you must comply with any reasonable direction given by us to facilitate the termination in an orderly manner;
 - (c) you must not direct your Clients to make Payments;
 - (d) each limitation of liability in favour of us continues to apply;
 - (e) you and our rights against each other which:
 - (i) accrued before the time of termination, or
 - (ii) otherwise relate to or may arise at any future time from any breach of this Agreement which occurred before termination;
 - (iii) are not extinguished or otherwise affected; and
 - (iv) any other consequences set out in relation to termination of specific Services apply.
- 15.8 Any Payments received after suspension of your access to the Services or termination of this Agreement:
- (a) may be subject to additional administration processing Fees; and
 - (b) will either be credited to your Account or processed and credited to your Account as a Processed Payment minus any other amounts owed to us, under this Agreement which have not been paid by you.

16. Representations and Warranties

- 16.1 Each party warrants that it has full power and authority to enter into and perform its obligations under the Agreement.
- 16.2 You warrant that:
- (a) you have all necessary power and authority to enter into this Agreement and use the Services;
 - (b) you have obtained all necessary authorities, approvals and consents from Clients to enable you to authorise us to collect Fees or Payments on your behalf;
 - (c) you have obtained all necessary authorities, approvals and express written consents from Clients and Personnel

to enable you to disclose their Personal Data to us, and the Third-Party Beneficiaries from time to time;

- (d) you have not relied on any representations made by us, other than those contained in this Agreement by entering into this Agreement;
- (e) you will resolve any Client dispute or complaint directly with your Clients regarding any Payments, Adjustments or Chargebacks;
- (f) you will comply with all laws or industry codes applicable to you in the exercise of your rights and the performance of your obligations under this Agreement;
- (g) all information provided at any time by you or on your behalf to us or to any other person involved with the operation of Services including the Third-Party Beneficiaries is true, accurate, current and complete at the time it is provided. If you discover that any part of it is or may become materially false or misleading, you will advise us as soon as possible and provide updated or correct information; and
- (h) if you are providing e-commerce services over the internet:
 - (i) you will fulfil Client orders in a timely manner and adequately deal with Client warranty or service requirements; and
 - (ii) that all content you place on your website is materially accurate and not misleading or deceptive, does not violate or infringe on the rights of any third party, is not libellous, threatening or obscene and complies with all applicable law and regulations.

16.3 You acknowledge and agree:

- (a) the Services are a generic service, the scope and operation of which is likely to change over time;
- (b) you are solely responsible for assessing your own Business to determine the ongoing suitability and appropriateness of the Services you use for your Business;
- (c) the entire risk arising from the use of the Services remains with you; and
- (d) the Services are provided on an "as is" and "as available" basis and we do not guarantee, represent, or warrant that your use of the Service will be uninterrupted or error-free.

16.4 To the maximum extent permitted by law, we and the Third-Party Beneficiaries involved in providing the Services:

- (a) do not and will not give any warranty or make any representation in respect of goods or services, and you undertake that you will not give any warranty or make any representation in respect of goods or services, that may bind us, or the Third-Party Beneficiaries involved in the Services;
- (b) do not guarantee, represent, or warrant that your use of any of the Services will be uninterrupted or error-free (the Services are provided on an "as is" and "as available" basis);
- (c) disclaims all warranties of any kind as to the Services and all information, products and other content (including that of the Third-Party Beneficiaries) included in or accessible from the Services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement, and to the extent that such warranties cannot be excluded, will be limited to the cost of having the applicable service supplied again;

and

- (d) make no representation concerning the quality of the Services and does not promise that the Services will:
 - (i) meet your requirements, expectations or be suitable for a particular purpose;
 - (ii) be accurate or reliable or that any errors in our integrated software or technology will be corrected;
 - (iii) remain suitable or appropriate for your Business' needs; or
 - (iv) will be uninterrupted, timely, secure, or error free.

17. Liability

17.1 To the maximum extent permitted by law, we, and the Third-Party Beneficiaries exclude all liability to you in contract, tort (including negligence), or otherwise, for any:

- (a) Payments or other monies or debts owed by your Client to you;
- (b) Loss or Claim suffered or incurred by you arising from:
 - (i) your use or inability to use the Services or the cost of obtaining substitute goods and services;
 - (ii) any Payment, Processed Payment, Adjustment, or Chargeback;
 - (iii) any fraudulent, or unauthorised Payment, payment instruction, reversal, missing or erroneous Payment or error correction;
 - (iv) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Services;
 - (v) any unauthorized access to or alteration of your transmissions or data;
 - (vi) any material downloaded or otherwise obtained through the use of the Services;
 - (vii) any statements made or conduct by us or our Personnel;
 - (viii) the use, inability to use, unauthorized use, performance or non- performance of any Third Party Service Provider site,
- (c) any action or inaction of the Third-Party Beneficiaries in relation to the Services, whether or not under any agreement between us and the Third-Party Beneficiaries;
- (d) any disruption caused by:
 - (i) the failure, malfunction or disruption of any process or computer hardware or software used in connection with the Services or a Payment;
 - (ii) delays, however caused, in processing of Payments made or received or to be made or received, or in other data information exchange, in relation to any Service; or
 - (iii) the Third-Party Beneficiaries actions or inaction (including negligent or unauthorised actions or inaction) relating to the Services including those relating to internet connections or dealings with any Payments or Processed Payments held,
- (e) failure to credit your Account with any Processed Payment due to technical or administrative difficulties relating to the banking system used for the transfer of funds; or
- (f) termination of this Agreement or any other contractual agreement we have in respect of the Services with the

Third-Party Beneficiaries for any reason.

- 17.2 If you suffer loss or damage as a result of our negligence or failure to comply with this Agreement, any claim by you against us will be limited in respect of any one incident, or series of connected incidents, to the re-performance of the relevant Service.
- 17.3 If you are not satisfied with the Services, your sole and exclusive remedy is to terminate this Agreement.
- 17.4 You acknowledge and agree the Payment Processor may debit you for any Loss or Claim incurred by them due to your failure to comply with your obligations under this Agreement.

18. Indemnity

- 18.1 You irrevocably and unconditionally indemnify us, the Third-Party Beneficiaries, and their respective Personnel (including, without limitation, for reasonable legal costs and expenses on a full indemnity basis), against any and all liability, loss, damages, cost, expense, claim, or suit suffered or incurred or payable arising directly or indirectly as a result of:
- (a) your use of the Services;
 - (b) any claims brought by your Clients;
 - (c) any fraud, negligence or willful misconduct of your Personnel;
 - (d) any failure by you to pay the Fees or Adjustments or any other amounts due under this Agreement;
 - (e) any breach of the law, including but not limited to the Data Protection Laws by you;
 - (f) any false or misleading statement of fact or any omission of fact made by your Personnel in connection with your Application, your Clients or the Services unless the statement of fact was solely due to a material error or deficiency in any information provided by us;
 - (g) any breach of your material obligations under this Agreement;
 - (h) an infringement or claim brought by a third party against us alleging that any part of the intellectual property created, owned or provided by you infringes that third party's Intellectual Property Rights;
 - (i) any actual or alleged infringement of any registered or unregistered trademarks, get-up, logos or trading names or licences or otherwise relating to or in connection with the use by us of your trademarks, in accordance with this Agreement;
 - (j) any matter affecting the validity, or the failure of a Payment including but not limited to:
 - (i) any fraud, error, technological issue in respect of the Services;
 - (ii) any interruption in sending complete and correct information to the Payment Processor, the Card Schemes or any Third Party Service Providers;
 - (iii) the occurrence of any event described in clauses 18 or 20;
 - (iv) incorrect, partial or inaccurate information being provided by an Approved Partner Product;
 - (v) any viruses, security hacking or any errors in code or software related to our website;
 - (vi) any instance where we hold Payments or Processed Payments in accordance with this Agreement;
 - (vii) any fraud, dishonesty, forgery or misrepresentation in respect of an Application or Direct Debit;

- (viii) any dispute arising between you and your Clients;
- (ix) any representation, warranty or statement made by you or your Personnel to a Client;
- (x) any misrepresentation, breach of contract or failure of consideration in relation to your dealings with a Client; or
- (xi) any claim that a Payment, obligation, transaction or transfer in connection with this Agreement is void or voidable under any insolvency laws.

- 18.2 If, acting reasonably, we consider that an amount may be payable under the indemnity in this clause 19, we may debit an appropriate amount from your Account under this Agreement.

19. Disputes

- 19.1 If you believe that there has been an error in debiting your Account, or if you have any other issues or concerns with the Services you should notify the RapidPay Support Team by email at: support@rapidpay.co.uk or by phone on: 0845 683 2517 between 9:00am and 5:00pm (GMT) Monday to Friday.
- 19.2 If we conclude as a result of our investigations that your Account:
- (a) has been incorrectly debited, we will respond to your query by arranging for your financial institution to adjust your Account (including interest and charges) accordingly. we will also notify you in writing of the amount by which your Account has been adjusted; or
 - (b) has not been incorrectly debited, we will respond to your query by providing you with reasons and any evidence for this finding in writing.
- 19.3 For all other issues or concerns, we will promptly investigate and determine the best course of action to be taken. We will seek to resolve your concern immediately, however if that is not possible, we will aim to resolve it within three (3) Business Days. If this is not possible, we will keep you informed of our progress and how long it will take to resolve.
- 19.4 If an issue or concern has not been resolved to your satisfaction, you can lodge a complaint with the Financial Ombudsman Service. Details of the Financial Ombudsman Service are:

Post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Email: complaint.info@financial-ombudsman.org.uk

Telephone:

0207 964 1000 (switchboard)

+4420 7964 1000 (for calls from outside the UK)

020 7964 1001 (main fax)

300 4567 (calls to this number are now free on mobile phones and landlines)

0300 123 9 123 (calls to this number cost no more than calls to 01 and 02 numbers)

Website: www.financial-ombudsman.org.uk

20. Force Majeure

- 20.1 We will not be liable for any delays in processing or other non-performance of the Services caused by strikes, lockouts, telecommunications, utility, technology failures, or equipment failures, labour strife, riots, war, or terrorist attacks, fires or acts of nature, non-performance or suspension or termination of the Services by the Third-Party Beneficiaries, or any other event over which we do not have reasonable control.

21. Records

- 21.1 You must:
- (a) store all documentation for Credit Card Payments for a minimum of six (6) months from the date the Credit Card Payment was made. You must provide legible copies of this documentation to us when reasonably requested;
 - (b) maintain and retain in your possession your books of account and records (including all information, voucher and copy rolls and other information this Agreement requires you to retain) relating to a Payment for at least 18 months from the date the Payment was made;
 - (c) permit us and/or the Payment Processor (upon reasonable request) to:
 - (i) inspect and examine your books of account and records, subject to any right at law to refuse any such inspection or examination; and
 - (ii) monitor all Payments processed,
 - (d) provide us and/or the Payment Processor (upon reasonable request) with all financial information in relation to your business including but not limited to annual balance sheets and trading results, end of quarter results and 12 month cash flow projections.

22. Relationship

- 22.1 The relationship between us and you is of principal and independent contractor. Nothing in this Agreement or in the course of the performance of this Agreement shall be construed to create a relationship of employer and employee, or of joint venture or partnership between us and you.
- 22.2 You agree that neither you nor any of your Personnel shall represent themselves as our agent.
- 22.3 Neither you, nor your Personnel, have authority to bind us or make any representation or statement in relation to the Services on behalf of or otherwise binding us.
- 22.4 The benefit of this Agreement is held by us on our own benefit and on trust for the Third-Party Beneficiaries.

23. Notices

- 23.1 You must at all times maintain an email address for correspondence with us. Any notice given by us to your nominated email address will be deemed to be received by you on conclusion of transmission.

24. Financial Crimes Monitoring and Anti-Money Laundering

- 24.1 In order for the Payment Processor to comply with its regulatory and compliance obligations for AML/CTF, you acknowledge and agree that:
- (a) Credit Card Payments may be delayed, blocked, frozen or refused where the Payment Processor has reasonable grounds to believe that they breach United Kingdom law or the law or sanctions of any other country. Where Credit Card Payments are delayed, blocked, frozen or refused, the Payment Processor and its accredited processors are not liable for any loss suffered (including consequential loss);
 - (b) the Payment Processor may from time to time require information from you about a person who is employed by, contracted to, an agent of, or otherwise associated with you or a cardholder in order to meet the Payment Processor's AML/CTF obligations. This information may include Personal Data and if the Payment Processor requests such information, you will provide the information to the Payment Processor immediately, or, at least within 24 hours of such a request;
 - (c) Where legally obliged to do so, the Payment Processor may disclose the information gathered to regulatory

and/or law enforcement agencies, other banks, and service providers who do things on the Payment Processor's behalf or to other third parties;

- (d) Where the Payment Processor has reasonable grounds to believe that a suspicious matter has arisen in relation to your use of the Services, it is obliged to complete and render a suspicious activity report to the National Crime Agency. A suspicious matter includes any Credit Card Payment that the Payment Processor believes may be of relevance to the investigation or prosecution of any breach or attempted breach of United Kingdom law (including laws related to money laundering, tax evasion, financing of terrorism or the proceeds of crime);
 - (e) the Payment Processor will not initiate or conduct a Credit Card Payment that may be in contravention of United Kingdom law or the law of any other country.
- 24.2 You consent to the Payment Processor's right to audit, review and inspect your use of the Services on a regular basis, subject to any right at law to refuse any such audit, review or inspection.
- 24.3 You acknowledge that the Payment Processor may take immediate steps to either limit or halt the use of a Service if this Agreement is not complied with and that non-compliance is not rectified within a reasonable time frame (no longer than one month).
- ## 25. General Provisions
- 25.1 If you enter into this Agreement as trustee of a trust, you and your successors as trustee of the trust will be liable under this Agreement in their own right and as trustee of the trust. Nothing releases you from any liability in your personal capacity. You warrant that at the date of this Agreement:
- (a) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by you as trustee and has not been varied or revoked and the trust is a valid and subsisting trust;
 - (b) you are the sole trustee of the trust and you have full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this Agreement on behalf of the trust and that this Agreement is being entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust; and
 - (c) no restriction to your right of indemnity out of or lien over the trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.
- 25.2 You must not assign, novate, transfer, or deal in any other way with any right or obligation under this Agreement without our prior written consent. We may require that you pay our reasonably incurred costs for such arrangements, including in relation to providing our consent. Any purported assignment or novation of your rights and obligations under this Agreement without our consent will have no effect.
- 25.3 We may assign, novate or otherwise transfer any of our rights and obligations under this Agreement without your prior consent. You must sign anything and do anything we reasonably require to enable any dealing with this Agreement. We may disclose information about you and this Agreement to anybody involved in an actual or proposed assignment, novation or dealing by us under this Agreement, or for any other purpose.
- 25.4 Any provision of this Agreement, which is illegal, prohibited, void or unenforceable will be ineffective to the extent only of such illegality, prohibition and voidness or unenforceability,

without invalidating the enforceability of the remaining provisions of this Agreement.

25.5 You must promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that we from time to time may reasonably request in order to give effect to, perfect or complete this Agreement and all transactions incidental to it.

25.6 The law of the United Kingdom of Great Britain and Northern

Island governs this Agreement. The parties submit to the non-exclusive jurisdiction of the courts of United Kingdom of Great Britain and Northern Island.

25.7 We may vary, delete or add to this Agreement at any time. Any change will be effective from the date we post the change on our website. We may not notify you in any other way of any change. By continuing to use the Services, you agree to be bound by any change to this Agreement.