

PRODUCT TERMS (UK) | PAYMENT SERVICES PLATFORM

1. SCOPE.

1.1 These Product Terms apply whenever Customer licenses the Payment Services Platform (including its individual components and modules). The Payment Services Platform is a SaaS Product as defined in the Master Terms.

1.2 The terms and conditions that apply to the Payment Services Platform consist of the Master Terms, these Product Terms, the applicable Product Order and all Payment Application-Specific Additional Terms attached to these Product Terms that apply to the Payment Applications identified in the applicable Product Order.

1.3 The Payment Services Platform can only be used to process Transactions when the Customer has a current Merchant Account approved by Capita. These Product Terms only apply to the Payment Services Platform and there are separate terms and conditions that are applied by an Acquirer to a Merchant Account.

1.4 In some cases additional or modified rights to those provided in these Product Terms will be included in a Product Order.

2. DEFINITIONS AND INTERPRETATION.

2.1 Capitalised terms used in these Product Terms but not defined below are defined in the Master Terms.

“Account Provider” means any organisation through which settlement processing facilities are provided to Customer.

“Acquirer” means a financial institution with which Customer has entered into a Merchant Contract and Capita has entered into an agreement with or is accredited to forward Transaction Data for Authorisation,

clearing and settlement; for the avoidance of doubt Capita is not the Acquirer.

“Agreement” has the meaning given in the Product Order.

“Application Management Fee” means the non-refundable amount payable by Customer to Capita, if any, as specified and in accordance with the Product Order.

“Authorisation” means a request for and subsequent confirmation from the Acquirer or the E-Money Issuer that a payment will be credited to Customer in respect of any Transaction subject to the terms of the agreement entered into by Customer with the Acquirer or the E-Money Issuer (whatever the case may be).

“Business Day” means a day other than a Saturday, Sunday or public holiday in England.

“Capita Acceptable Use Policy” means the policy for acceptable use of the Payment Services Platform published by Capita from time to time and available at the URL as may be notified to Customer via the Merchant Portal or other Customer communication from Capita from time to time.

“Capita Site Content Policy” means the policy for hosted websites as issued on the Merchant Portal or otherwise communicated by Capita to Customer from time to time.

“Card” means any charge, credit, debit or payment card approved by Capita and the Acquirer from time to time.

“Cardholder” means a holder of any Card.

“Cardholder Data” means data submitted by a Cardholder relating to a Card, such as Card

numbers, Card security codes, Cardholder name, expiration data or other bank details.

“Card Issuer” means the financial institution that issued the Card to the Cardholder.

“Chargeback” means an invalid or disputed Transaction that is or may be charged to Customer by an Acquirer.

“Charges” means the fees and charges applicable to the Payment Services Platforms as set out in the Product Order (including but not limited to where applicable) the Set Up Fee, License Fee, Monthly Service Charge, and Transaction Fees) together with such other charges (including but not limited to Scheme Charges) as are notified to Customer by Capita from time to time.

“Control” means:

- a) in relation to a body corporate, the power of a person to secure:
 - i. by means of the holding of shares or the possession of voting power in or in relation to that or any other body corporate; or
 - ii. by virtue of any powers conferred by the articles of association or other document regulating that or any other body corporate;
 - iii. that the affairs of the first mentioned body corporate are conducted in accordance with the wishes of that person; and
- b) in relation to a partnership, means the right to a share of more than

one half of the assets, or of more than one half of the income, of the partnership.

“Consumer” means both a Cardholder and an E-Money Account Holder.

“Customer Product” means the goods and/or services that Customer makes available for sale, or use through the Customer Site.

“Customer Site” means Customer's web site(s) as notified to Capita by Customer from time to time.

“Disputed Transaction” means a Transaction which has been disputed by a Consumer, whether any such notification is made to Capita, the Acquirer or Customer.

“E-Money” means monetary value, as represented by a claim on the issuer, which is:

- a) stored on an electronic device;
- b) issued on receipt of funds; and
- c) accepted as a means of payment by persons other than the E-Money Issuer.

“E-Money Account” means the trust account operated by the E-money Issuer into which monies collected from E-Money Account Holders are held for the purposes of allowing payments to Customer.

“E-Money Account Holder” means a consumer who wishes to buy goods and/or services using funds the consumer has deposited in its E-money Account.

“E-Money Issuer” means a third party approved by Capita in writing authorised by the Financial Services Authority to issue E-money to consumers.

“Event Data” means information relating to a Consumer or Customer (other than Transaction Data).

“Failure Notice” means a notice from the Acquirer or the E-Money Issuer that a request for payment has been declined in respect of any Transaction.

“Hosted Site” means the payment page provided by Capita for the purpose of capturing and processing Transactions.

“Initial Term” means, with respect to the Payment Service Platform and each applicable Payment Application, the period from the Effective Date for the period specified in the Product Order.

“Maintenance Release” means any update, release, patch or other adaption or modification of the Products, including any updated Documentation, that Capita may provide to Customer from time to time as part of the Support Services during the Usage Period, which may contain amongst other things, error corrections, enhancements, improvements, or otherwise amend the Products, but does not include any New Version or New Module.

“Merchant Account” means the account or accounts provided by Customer's Acquirer for the purposes of collecting, holding, remitting, deducting or otherwise dealing in funds pursuant to this Agreement in accordance with the terms of the Merchant Contract. Merchant Accounts can include MOTO (Mail Order Telephone Order) and or Internet Merchant Accounts (IMA) or such other accounts as the Acquirer may determine from time to time.

“Merchant Contract” means the agreement between Customer and the Acquirer for acquiring services.

“Merchant Portal” means, where applicable, the online resource provided by

Capita which may be accessed by Customer or its authorised representatives for the purposes of accessing the Payment Services Platform, performing refunds and receiving management information, reports, notices relevant to the Payment Services Platform and any other forms of information or functionality that Capita wishes to provide from time to time which may include any portal, extranet or other communication method notified to Customer.

“Merchant Portal Manual”: the online manual available on the Merchant Portal as updated from time to time.

“Minimum Transaction Processing Commitment” means the volume or value of Transactions referred to in the Product Order which the Customer has agreed to purchase in advance. Charges for any Minimum Transaction Processing Commitment can be drawn from the pre-payment as the Payment Services Platform or relevant Payment Application are used by the Customer, thereafter as described in the Product Order.

“Monthly Service Charge” means the amount payable by Customer to Capita each month during the Term as specified and in accordance with the Product Order.

“New Module” means any new software component, module or part of the Product that provides additional functionality to the Services that Capita may from time to time introduce and market generally as a distinct licensed product and which Capita may make available to Customer at an additional cost under a separate Product Order.

“New Version” means any new version of the Product (other than a New Module) that Capita may from time to time introduce and market generally as a distinct licensed product and which Capita may, only if New Versions are included as part of the Support Services as indicated on the applicable

Product Order, provide to Customer from time to time as part of the Support Services during the Usage Period, or, if New Versions are not included as part of the Support Services as indicated on the applicable Product Order, make available to Customer at an additional cost under a separate Product Order.

“Optimize Manual” means the manual related to the Optimize Service as made available by Capita and as updated from time to time.

“Optimize Service” means the Optimize Payment Application (including its individual components and modules) as further described in the applicable Payment Application-Specific Additional Terms and Optimize Manual.

“Payment Application” means each individual Product in addition to the Payment Services Platform provided by Capita to Customer under these Product Terms as identified in the Product Order.

“Payment Application-Specific Additional Terms” means the Payment Application-Specific Additional Terms as applicable to the Payment Applications or such other services as specified in the individual Payment Application-Specific Additional Terms attached to these Product Terms, as appropriate.

“Payment Services Platform” means the online system provided by Capita to Customer for the receipt of Transaction Data, the electronic transmission of Transaction Data to an Acquirer or the E-Money Issuer and communication between:

- a) Capita, the Acquirer and Customer; and
- b) Capita, the E-Money Issuer and Customer

for the purpose of facilitating the settlement of Card and E-Money Account payment requests as may be further described in the Product Order, and which for the avoidance of doubt shall include any service provided by Capita to Customer via the Merchant Portal and or as specified in these Product Terms.

“Payment Services Platform Guide” means the online documentation available on the Payment Services Platform as updated from time to time.

“PCI-DSS” means the Payment Card Industry Data Security Standard.

“Personal Information” means (a) all information classified by laws, rules, regulations or orders applicable to the Parties’ performance under this Agreement as personal data (or a similar category afforded individual protection), including, as applicable (i) all government-issued identification numbers (including National Insurance numbers, driver’s licence numbers, and passport numbers); (ii) all financial account numbers (bank account numbers, credit card numbers, and other information if that information would permit access to a financial account); (iii) individual medical records and biometric information, including any information on any worker or consumer’s health, disability, disease or product interests; (iv) reports of individual background checks and all other data obtained from a U.K. consumer reporting agency; and (v) data elements revealing race, ethnicity, national origin, religion, trade union membership, sex life or sexual orientation, and criminal records or allegations of crimes; and (b) any other data or information provided to or collected by Capita (i) that identifies, or when used in combination with other information provided hereunder or processed by Capita on behalf of Customer, identifies an individual or (ii) from which identification or contact information of an individual person

can be derived. Additionally, to the extent any other information (such as, but not necessarily limited to, case report form information, personal profile information, IP addresses, other unique identifiers, or biometric information) is associated or combined with Personal Information, then such information also will be considered Personal Information.

“Refund” means a Transaction where a Payment Transaction is reversed with the intention of crediting a Consumer's account.

“Reporting” means the provision of information in relation to Transactions and the Products and Services provided to Customer via the Merchant Portal, e-mail and or any other communication method that Capita may reasonably use from time to time.

“Scheme” means any organisation or payment system which manages and controls the issue and use of Cards and the clearing of Card transactions and which shall include (without limitation) Visa International and MasterCard Inc together with any other payment scheme and or E-Money Issuer as are notified to Customer by Capita from time to time.

“Scheme Charges” means such fees, payments and or charges as may from time to time be levied by the Schemes in respect of a merchant and or a merchant's activities including but not limited to BRAM Fees, Excessive Chargeback Program (ECP), Interchange Fees (IF) and or Global Merchant Audit Program (GMAP).

“Scheme Rules” means the operating rules and procedures issued by the Scheme and or E-Money Issuers and as notified to Customer by the Scheme, E-Money Issuers, Capita and or the Acquirer.

“Security Data” means any codes or other security measures relating to a Card or an E-

Money Account and used to verify the identity of the Cardholder or E-Money Account Holder and/or the authenticity of a Transaction (including verification numbers, also known as CVV, CSV or CVC codes).

“Service Charter” means the document setting out details of the Support Services provided by Capita, which can be found at Annex 2 and which Capita may update from time to time.

“Set-Up Fee” means the non-refundable amount payable by Customer to Capita as specified and in accordance with the Product Order.

“Term” means, with respect to the Payment Service Platform and each applicable Payment Application, the term as specified in the Product Orders applicable to the Product and/or Services.

“Tokenisation Service” means the holding by Capita of the Cardholder's Transaction Data to be used for repeat Transactions and the issuance to a merchant of a Token ID.

“Tokenisation Commencement Date” means the date from which Capita shall hold Cardholder Data for the purpose of use in the Tokenisation Service as specified in the Product Order and if no date is specified the Effective Date.

“Transaction” means: (1) a request made via the Payment Services Platform for collection of payment from or to a Cardholder via the relevant Card Issuer on behalf of Customer; and/or (2) a request made via the Payment Services Platform for collection of payment from or to an E-Money Account Holder via the relevant E-money Issuer on behalf of Customer; and/or (3) a data request (including but not limited to Authorisations) made by the Customer via the Payment Services Platform; and/or 4) a data check or request initiated by the Customer made via the Optimize Services.

“Transaction Data” means all information provided by a Consumer or obtained from any other source in particular the Acquirer or E-Money Issuer that is required for an Authorisation and/or processing of a Transaction, including without limitation Cardholder Data.

“Transaction Fee” means the amount payable by Customer to Capita for each Transaction and for each failed Transaction, if any, in each case as specified and in accordance with the Product Order.

“Web Site” means Capita web site, at URL <https://www.Pay360.com> or such other site as notified by Capita to Customer from time to time.

3. USAGE RIGHTS.

- 3.1 Subject to the terms of the Agreement, Capita will provide Customer with access to the Service as listed in the Product Order for Customer to use in accordance with the Payment Services Platform Guide as the same is amended from time to time and published on the Merchant Portal or otherwise provided to the Customer. Customer may customise the views and reporting in accordance with the parameters as specified in the Payment Services Platform Guide.
- 3.2 Capita will accept Transactions Data and Event Data from Customer for processing under the Payment Services Platform. The Data will be submitted in the format notified to Customer and integration guide relevant to the Payment Services Platform as the same may be amended from time to time.
- 3.3 The Transaction Data shall be in relation to the payment methods as specified in the Product Order together with such other payment methods as the Parties may from time to time agree in writing. Capita shall not be required to process Transaction Data arising from or in connection with any

- payment method not previously agreed in writing.
- 3.4 The Event Data will be as specified in the Event Data fields and formats as agreed in writing by the Parties. If Customer wishes to amend or delete any data field in the current Capita template other than changes as to the content and such change shall be subject to the mutual written agreement of the Parties. Any such change will be considered a change request and as such will only be implemented at Capita's discretion and may be subject to additional charges and or fees.
- 3.5 Capita is not required under this Agreement to provide Customer with access to the software and or any other process used by Capita to provide the Products and Services.
- 3.6 Subject to the terms of the Agreement, Capita will accept Transactions from Customer and submit Transaction Data to the relevant Acquirer and the E-Money Issuer for the Term. On receipt of an Authorisation or Failure Notice, Capita shall provide details of the same to Customer via the Merchant Portal and or via a payment notification.
- 3.7 Capita can only provide the Payment Services Platform if Customer has a Merchant Contract with an Acquirer and or an agreement with an E-Money Issuer.
- 3.8 The Agreement is personal to Customer and in no event shall Customer use the Service for the processing of Transactions on behalf of a third party.
- 4. CHANGES.**
- 4.1 If there is a change in circumstances affecting the provision of the Payment Services Platform or any Payment Application (including any regulatory or other change affecting the payment processing industry and/or any revised policies, guidelines or regulations issued by a

- Scheme direct to Customer or via the Acquirer or E-Money Issuer), Capita reserves the right in its sole option to make such alterations to the Payment Services Platform and any Payment Applications it deems reasonably necessary from time to time provided that such alterations shall not unless as a consequence of legislative, regulatory or Scheme developments or due to circumstances reasonably beyond Capita’s control have a material adverse effect on the functionality of the Payment Services Platform or any Payment Application. Any alterations to the Payment Services Platform or any Payment Application that are introduced pursuant to this Section 4.1 shall be notified to Customer via the Merchant Portal or via any other reasonable form of communication to the Customer by Capita.
- 4.2 Services described in the Payment Services Platform Guide may be added to this Agreement by agreement in writing by the Parties and shall be subject to the terms of the applicable Product Order and corresponding Product Terms as specified.
- 5. CAPITA OBLIGATIONS AND SUPPORT SERVICES.**
- 5.1 Capita will provide the Payment Services Platform in accordance with the terms of the Agreement and as set out in the Product Order(s).
- 5.2 In providing the Payment Services Platform, Capita will comply with all applicable laws and regulations and shall comply with any requirements that are notified to it by each E-Money Issuer or Acquirer and or Scheme.
- 5.3 Capita will provide the Payment Services Platform with reasonable skill and care and in accordance with standard industry practice.
- 5.4 Capita will use commercially reasonable efforts to make the Payment Services Platform available to Customer at all times except in the circumstances as set out in this Agreement and as specified either on the Merchant Portal or in any applicable Customer communications issued by Capita.
- 5.5 Capita will use commercially reasonable efforts to co-operate with each E-Money Issuer and the Acquirer and shall report to Customer promptly any relevant dispute between Capita and an E-Money Issuer or Acquirer and or Scheme.
- 5.6 If reasonably practicable, Capita will publish on the Merchant Portal advance notification of any changes affecting the Payment Services Platform or advice notes relating to the provision of the Payment Services Platform. Customer should review the Merchant Portal for announcements on availability of the Payment Services Platform.
- 5.7 Subject to the terms and conditions of the Agreement, Capita will use reasonable efforts to meet or exceed the service levels set out in the Service Charter. Customer shall comply with Customer’s responsibilities and all other obligations of Customer set out in the Service Charter. Capita may amend the Service Charter in its sole and absolute discretion from time to time.
- 5.8 Where specified in a Product Order, and subject to the terms of the Agreement and the payment of all charges payable under the Agreement (including the Support Fees), during the Support Period Capita will use reasonable endeavours to provide the Support Services contained in the Service Charter.
- 5.9 Capita will issue Maintenance Releases (including updated Documentation) as and when required and in whatever form (including by way of a local fix or patch of the Product(s) or a temporary bypass solution) at the absolute discretion of Capita. All Maintenance Releases provided by Capita to

- Customer are deemed to be part of the applicable Product. For the avoidance of doubt, the cost of the provision of Maintenance Releases is included in the Support Fees payable for the Support Services, but excludes any sums payable by Customer:
- 5.9.1 for Professional Services in respect of assistance to Customer to support the deployment of a Maintenance Release; and
 - 5.9.2 in respect of the licence of a New Module.
- 5.10 Where New Versions are procured by the Customer as part of the Support Services (as indicated in the Product Order):
- 5.10.1 Capita will issue New Versions (including updated Documentation) as and when Capita, at its absolute discretion, introduces and markets generally such New Versions. Any New Versions provided by Capita to Customer are deemed to be part of the applicable Product; and
 - 5.10.2 the cost of the provision of New Versions is included in the Support Fees payable for the Support Services, but excludes any sums payable by Customer:
 - (a) for Professional Services in respect of assistance to Customer to support the deployment of a New Version; and
 - (b) in respect of the licence of a New Module.
- 5.11 Where New Versions are not procured by the Customer as part of the Support Services (as indicated in the Product Order), Customer will need to enter into a new or amended agreement with Capita for such
- New Versions and must upgrade to the latest New Version.
- 5.12 Capita reserves the right not to provide Support Services in respect of any version of the Product(s) other than the most recent Maintenance Release or New Version and the immediately preceding Maintenance Release or New Version (insofar as New Versions are applicable).
 - 5.13 Customer acknowledges and agrees that any New Modules of the Product(s) that Capita may, in its sole discretion, release from time to time are not included as part of the Support Services. Customer will need to enter into a new agreement with Capita for such New Module.
 - 5.14 Customer may from time to time request Capita to supply additional support and maintenance services outside the scope of the Support Services, including but not limited to:
 - 5.14.1 any support in relation to non-Product software, accessories, attachments, machines, systems or other devices;
 - 5.14.2 any attempts to rectify lost or corrupted data (whether or not successful);
 - 5.14.3 support rendered more difficult because of any changes, alterations, additions, modifications or variations to the Product not made by Capita, or due to Customer's systems or operating environments, or third party information or materials;
 - 5.14.4 any support in relation to a Product, or any versions of a Product, that Capita has advised Customer are unsupported;

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| <p>5.14.5 faults caused by use of the Product outside its design or other specifications, or outside the scope of the Documentation;</p> <p>5.14.6 issues caused by Customer’s failure to follow Capita’s instructions or specifications;</p> <p>5.14.7 diagnosis and/or rectification of problems not associated with the Product(s);</p> <p>5.14.8 support required or made more difficult because of any failure by Customer to maintain adequate backups;</p> <p>5.14.9 Customer’s networking or operating environment; and</p> <p>5.14.10 any support in relation to Customer’s deployment of any New Version or New Module.</p> <p>5.15 In the circumstances set out in Section 5.14 above, Capita shall use its reasonable endeavours to comply with Customer’s request, but Customer acknowledges that Capita’s ability to supply such additional services shall depend on the availability of appropriate resources at the time in question.</p> <p>5.16 Where Capita agrees to provide additional services in accordance with Section 5.15 above additional fees may apply, and such agreement shall be documented in an order for Professional Services, which shall be made under, and shall incorporate, the terms of the Agreement.</p> | <p>case may be) does not guarantee the settlement of any Transaction.</p> <p>6.2 Customer acknowledges that the Acquirer and the E-Money Issuer shall be solely responsible for paying the remittance to Customer and for the Authorisation and settlement of Transactions in accordance with the terms of Customer’s agreement with the Acquirer and E-Money Issuer.</p> <p>6.3 Customer is responsible for reconciling the settlement monies received from the Acquirer with the Transactions submitted to Capita for processing and to immediately notify Capita if there is any material discrepancy.</p> <p>6.4 Capita accepts no liability to Customer for, and hereby expressly disclaims all liability for, any losses, damages, costs or expense arising out of any failure to pay a remittance to Customer on the relevant due date. Customer acknowledges that Capita will not enter into possession of and or have control over any settlement funds at any time.</p> |
| <p>6. <u>SETTLEMENT AND REMITTANCE.</u></p> <p>6.1 Acceptance of any Transaction for processing by Capita and Capita’s online confirmation of an Authorisation to Customer and/or a Consumer (whatever the</p> | |
| <p>7. <u>CUSTOMER OBLIGATIONS.</u></p> <p>7.1 Customer shall promptly provide to Capita such information (including details of its account with the Acquirer and where relevant with the E-Money Issuer) as may be requested by Capita for the purposes of activating the Payment Services Platform or any Payment Application.</p> <p>7.2 Customer acknowledges that any delay or failure to provide information and to comply with its obligations under this Agreement may result in Capita being unable to provide the Payment Services Platform and Payment Applications. Capita accepts no responsibility for, and hereby expressly disclaims all liability for, any losses, costs, damages or other liabilities arising from its inability to provide the Payment Services Platform or any Payment Application in such circumstances.</p> | |

- 7.3 Customer represents, warrants and covenants that:
- 7.3.1 Customer is contracting in its capacity as a business (not a consumer) and has full capacity to enter into this Agreement;
 - 7.3.2 Customer has obtained all permissions, approvals, consents and releases necessary in connection with the Customer Site and the Customer Product provided in relation to the Transactions (including but not limited to the Intellectual Property Rights of any third party) and that the Transaction and the Customer Site and the Customer Product relating to the Transaction are not in any way unlawful;
 - 7.3.3 all information provided to Capita in connection with its application for Payment Services Platform and any other information it provides under this Agreement is correct and that no information has been withheld which could reasonably be expected to have adversely affected Capita's decision to enter into the Agreement;
 - 7.3.4 in submitting Transactions for processing or submitting or applying any other Customer instruction, policy or procedure, Customer is complying with all applicable licensing obligations, Scheme Rules, Acquirer instruction, laws, regulations, restrictions and orders including but not limited to the appropriate declarations, payments, approvals and or disclosures required to be made to or received from any regulatory, tax authority, Scheme and or third party as a consequence of or arising in connection with the Transaction;
 - 7.3.5 Customer will notify Capita of any and or all Customer Sites selling and or providing the Consumer with the Customer Product;
 - 7.3.6 any other materials or information submitted to the Payment Services Platform or otherwise made available by Customer on the Customer Site are owned or properly and sufficiently licensed by Customer and comply in all respects with the Capita Site Content Policy;
 - 7.3.7 the Customer Site, Customer Products, and any other materials or information displayed, supplied or otherwise made available by Customer on the Customer Site do not and will not infringe the Intellectual Property Rights or any other similar rights of any third party; and
 - 7.3.8 Customer has or will have prior to processing any Transactions a Merchant Contract and that no Transactions will be submitted to Capita unless a valid and current Merchant Contract is in place.
- 7.4 Customer shall not incur any liabilities on behalf of Capita or pledge Capita's credit or make any representations or give any warranty on behalf of Capita or hold itself out as having power to do any of these things.
- 7.5 Customer is solely responsible for resolving all disputes with Consumers or other parties to a Transaction and shall act in a reasonable manner to resolve them and shall ensure that Capita is not cited, contacted or requested for information in relation to such disputes. Customer acknowledges that Capita does not provide support to Consumers and agrees to take sole responsibility for dealing with any questions,

- complaints or enquiries raised by any Consumer in relation to a Transaction.
- 7.6 Any Transaction which has been accepted where the Consumer is not present is taken entirely at Customer's own risk. Customer acknowledges and agrees that a Transaction of this nature may be subject to a later dispute, even where an authorisation was provided at the point of sale. Customer acknowledges and agrees that Customer is responsible for any Chargeback arising from a Transaction.
- 7.7 Customer shall keep Capita fully and effectively indemnified against all actions, claims, costs (including reasonably incurred legal fees on a solicitor and own client basis), damages, demands, expenses, losses and liabilities incurred by, or made against Capita as a result of Customer's acts, omissions or breach of this Agreement, Scheme Rules, Merchant Contract or any relevant law.
- 7.8 Customer is responsible for the safekeeping of the access codes issued to it for the Merchant Portal. Customer shall have procedures in place to limit access and loss, including (without limitation) only allowing specific users as defined within the Product Order to the Merchant Portal. Capita shall not be responsible for, and hereby express disclaims all liability for, any losses, liabilities and expenses due to or arising from any failure to keep any access codes safe in accordance with this Section 7.8. Customer shall at all times act in accordance with the Merchant Portal Manual and shall not misuse the Payment Services Platform or Merchant Portal by introducing viruses or other material which is technologically harmful. Customer must not attempt to gain unauthorised access to the Payment Services Platform or Merchant Portal, the server on which the Payment Services Platform or Merchant Portal is stored or any server, computer or database connected to the Payment Services Platform or Merchant Portal. Capita reserves the right to suspend Customer's access to the Payment Services Platform and Merchant Portal at any time without notice to Customer.
- 7.9 Customer acknowledges that from time to time the Payment Services Platform may use and or incorporate Intellectual Property and or data supplied by third parties. The terms applicable to any such Intellectual Property and or data shall be incorporated into and or referenced in the Capita Acceptable Use Policy and/or the Product Order and the Customer is responsible for complying with such applicable terms.
- 8. CUSTOMER DATA OBLIGATIONS.**
- 8.1 Customer is responsible for:
- 8.1.1 Obtaining all necessary consents and permission to provide Transaction Data and or Event Data to Capita for use with the Payment Services Platform;
- 8.1.2 The development and maintenance of the integration used by Customer to submit Transaction Data and or Event Data from Customer to the Payment Services Platform;
- 8.1.3 Monitoring on a regular basis the Payment Applications, Services and reports and information made available via the Payment Services Platform and report any problems or anomalies to Capita in a prompt and timely manner;
- 8.1.4 The reconciliation of any settlement and/or Transaction information associated with the Payment Services Platform; and
- 8.1.5 Ensuring all Transactions Data and/or Event Data is submitted via the integrations to the Payment Services Platform.

- 8.2 **Event Data.**
- 8.2.1 Customer is required prior to submission of Event Data to Capita to identify to Capita any Event Data that includes Personal Information. The identification is by data field and not in relation to each item of Personal Information submitted.
- 8.2.2 Customer may request Capita to delete any Event Data and or transfer Event Data to Customer and or any third party nominated by Customer. Any such deletion or transfer service will be subject to the charges as specified at the time of transfer and or deletion.
- 8.3 **Data Consent.** Customer hereby consents to Capita's use of:
- 8.3.1 information relating to Customer and Customer's business (including Personal Information) in accordance with the Capita Privacy Policy located at <https://www.pay360.com/privacy>; and
- 8.3.2 Customer's Personal Information for marketing and research purposes as specified in the Capita Privacy Policy.
9. **RETENTION OF DATA.**
- 9.1 Capita shall not be required to retain Event Data and or Transaction Data provided in relation to or processed in relation to the Payment Services Platform upon expiration or termination of the Term.
- 9.2 Upon expiration or termination of the Term for any reason Capita shall if so requested by Customer be required no later than 28 days from the effective date of such expiration or termination to arrange for either:
- 9.2.1 the Event Data and or Transaction Data to be transferred, in a manner reasonably determined by Capita in accordance with its obligations under applicable law or PCI-DSS, as applicable, to Customer and or a third party nominated by Customer; or
- 9.2.2 Subject to legal and/or regulatory requirements, to delete the Event Data and or Transaction Data.
- 9.3 If Customer fails to provide instruction to Capita within 14 days of the expiration or termination of the Term, Capita shall within 28 days of the effective date of such expiration or termination delete the Event Data and within 540 days of the effective date of such expiration or termination delete the Transaction Data in order to comply with Scheme Rules for Chargeback management.
10. **COMPLIANCE.**
- 10.1 Customer will comply with all Scheme Rules, applicable laws, regulations and codes of practice in performing all activities under or pursuant to these Product Terms and shall not use the Payment Services Platform or permit the Payment Services Platform to be used in any manner which could, in Capita's reasonable opinion, damage Capita's or any of its Affiliates' reputation.
- 10.2 Customer represents, warrants and covenants that, by submitting Transactions for processing, Customer is fully and promptly complying with;
- 10.2.1 Scheme Rules, E-Money Issuer instructions and or the terms of the Merchant Contract;
- 10.2.2 Capita Acceptable Use Policy and Payment Services Platform Guide and any reasonable operating instructions or procedural guides

- which Capita may issue from time to time;
- 10.2.3 applicable laws, regulations, licensing obligations, restrictions and orders including but not limited to the appropriate declarations, payments, approvals and or disclosures required to be made to or received from any regulatory and or tax authority as a consequence of or arising in connection with the Transaction;
- 10.2.4 in relation to accepting Cards or E-Money Account payments (whatever the case may be) in payment for goods or services supplied by Customer.
- 10.3 Any breach by Customer of the provisions of this Section 10 shall be deemed a material breach that is not capable of remedy for the purposes of this Agreement.
- 10.4 Customer shall take all reasonable steps to detect and prevent fraud against Capita or any Consumer or other party involved in a Transaction. Customer shall immediately notify Capita if it knows or has reasonable grounds to suspect any fraudulent activity is being or may be committed in relation to the Payment Service Platform.
- 11. PCI-DSS.**
- 11.1 Capita warrants it will comply with all or any of Capita’s PCI-DSS obligations and or requirements in performing all activities under or pursuant to these Product Terms in accordance with Capita’s accreditation as a PCI-DSS service provider.
- 11.2 Capita is responsible for securing Transaction Data which is solely in the possession of and under the control of Capita. PCI-DSS sets out the industry standards for maintaining a secure environment. A copy of Capita’s PCI-DSS compliance certificate can be found on Capita’s website: <https://www.Pay360.com> or provided to Customer by contacting Capita merchant support via the contact details displayed on the Capita Merchant Portal and or Web Site.
- 11.3 Customer warrants it will comply with all or any PCI-DSS obligations and or requirements including but not limited to Customer’s reporting, scanning and card data obligations and or such other fraud protection policies as may be approved or required by the Schemes from time to time and shall provide Capita with immediately notification of any breach or failure to comply.
- 11.4 Customer will not retain or store any Security Data except to the extent necessary for the authorisation of the relevant Transaction. Customer undertakes immediately after completion of each Transaction to procure the secure deletion or destruction of all associated Security Data. If Customer knows or has reason to believe that any Transaction Data (including Security Data) has been or may be lost, stolen or otherwise compromised, it shall immediately notify Capita of the same and provide full details of the circumstances leading to the relevant security breach.
- 11.5 Customer confirms it has in place and can take the appropriate action to ensure its website and or services are compliant with secure socket layer (“SSL”) and has undertaken the necessary Payment Card Industry (“PCI”) scans and or such other security actions as may be required under this Agreement, Scheme Rules, the E-Money Issuer and/or as specified in the Merchant Contract.
- 11.6 Customer is responsible for securing Transaction Data in Customer’s possession and for compliance with Customer’s PCI-DSS obligations.

- 11.7 The Parties agree the content of this Agreement may be disclosed to an approved PCI-DSS auditor for the purpose of a PCI-DSS audit.
12. **REPORTING.**
- 12.1 Capita shall from time to time make management information, invoice information, Transactions information, change notices, service announcements and scheduled downtime available to Customer via the Merchant Portal. Any use by Customer of the Merchant Portal shall be subject to the Capita Acceptable Use Policy and the Merchant Portal Manual as the same may be amended from time to time.
- 12.2 Customer accepts full responsibility for regularly reviewing the Merchant Portal for information posted by Capita. Customer acknowledges that it is solely responsible for maintaining its own procedures to ensure that it is aware of any new notices or information published on the Merchant Portal from time to time.
- 12.3 Customer acknowledges that the accuracy of any information provided by the Payment Services Platform:
- 12.3.1 is subject to review by Capita as part of its normal procedures, and is subject to any changes that may be required following such a review by Capita.
- 12.3.2 reflects the entries that have been posted in relation to the relevant Payment Services Platform and that can be accessed through the Payment Services Platform at the time the information is obtained, and so may not be completely up to date.
- 12.3.3 contains information provided from third parties including but not limited to the Acquirer, E-Money Issuer and or Schemes and as such may not always be an accurate reflection of Customer's Transactions and or be complete, accurate and or up to date at the time of posting and or publication.
- 12.4 Customer acknowledges that Customer:
- 12.4.1 should carefully review the information obtained through using the Reporting and Transaction function with the Payment Services Platform.
- 12.4.2 should notify Capita promptly of any errors, inconsistencies or other discrepancies that Customer becomes aware of.
- 12.4.3 is responsible for reconciling all Transactions with Customer's provision of the Customer Product to the Cardholder.
- 12.4.4 is responsible for reconciling the information provided in relation to Transactions via any Reporting function in a timely manner and will immediately notify Capita if Customer becomes aware of any discrepancy including but not limited to any adverse or favorable variances.
- 12.5 Without limiting any other term of the Agreement, Capita does not represent or warrant that the Reporting and or Transaction function can be used to satisfy any of Customer's legal, audit, compliance, risk or other requirements.
13. **SECURITY AND MERCHANT SYSTEMS.**
- 13.1 Capita is responsible for the security of Capita's own systems in accordance with its obligations to the Schemes and or PCI-DSS accreditation.

- 13.2 Capita is responsible for maintaining Capita's interfaces to an Acquirer with which Capita has an agreement to submit Transactions.
- 13.3 Customer is responsible for complying with the Capita Site Content Policy. Capita shall not be responsible for any losses, liabilities and expenses due to or arising from any failure by Customer to comply with the Capita Site Content Policy and or the merchant instructions available on the Merchant Portal or notifications emailed to Customer.
- 13.4 Customer is responsible for any integration to Capita and for maintaining its interface with Capita and updating its interfaces and connections arising from any changes implemented by Capita.
- 13.5 Customer is responsible for testing and the regular monitoring all integration links, interfaces and processing between Capita and Customer. Customer will notify Capita immediately if Customer becomes aware of any problems with:
- 13.5.1 the processing of Transactions;
 - 13.5.2 the integration with Capita;
 - 13.5.3 the interfaces to Capita; or
 - 13.5.4 any other problems with the settlement, systems and or processes.
- 14. TESTING AND INTEGRATION.**
- 14.1 Customer acknowledges the integration process is determined by Customer and Customer's own website and Customer is solely responsible for integration. Capita may at its sole discretion, but shall have no obligation to, provide assistance to Customer with the integration process.
- 14.2 If Customer is unable to complete the integration, Capita will not be required to
- refund any amounts Customer has paid to that date and is not liable for any costs, losses and or expenses arising from or in connection with the integration process and/or the Customer Site.
- 14.3 Capita shall not be liable for, and hereby disclaims any liability for, any errors, omission, losses or expenses arising directly or indirectly as a consequence of the integration process and or Customer's testing, Customer's website, integration and/or the integration guides.
- 15. TERMINATION.**
- 15.1 Where Capita has a right to terminate a Product Order, Capita may, at its option, elect to terminate the Product Order with respect to a particular category or categories of Products or Services. Where Capita elects to terminate a Product Order with respect to a particular category or categories of Products or Services such partial termination shall not affect the continuation of the Usage Rights of those Products or Services not terminated under this Section.
- 15.2 Capita may, at its option, suspend the Payment Services Platform and/or terminate the applicable Product Order and/or the Agreement with immediate effect on written notice to Customer if:
- 15.2.1 Capita has reasonable concerns about the financial position of Customer;
 - 15.2.2 Customer ceases or threatens to cease to carry on business or in any way changes the nature of its business and/or the nature of the goods and services it sells;
 - 15.2.3 there is a change in Control of Customer or of any person who has Control of Customer either directly or through a chain of persons each of whom has Control over the next

- person in the chain, a change of Control occurring if any person acquires Control of Customer or any person who previously had Control of Customer ceases to have such Control (whether or not another person acquires Control of the other party);
- 15.2.4 Customer engages in any activity which, in the absolute discretion of Capita, directly or indirectly competes with the business of Capita or any of its Affiliates;
- 15.2.5 Customer breaches the Scheme Rules or the Capita Acceptable Use Policy;
- 15.2.6 Customer ceases to have a Merchant Contract with an Acquirer or fails to enter into a Merchant Contract with an Acquirer or does not comply with the Capita risk and compliance processes applicable to a merchant;
- 15.2.7 Customer is subject to a security breach, threat, virus and or adverse event which in the reasonable opinion of Capita is likely to compromise and or impact the processing of the Transactions;
- 15.2.8 A third party on which Capita relies to provide services related to the Payment Services Platform or applicable Payment Application terminates or suspends its service to Capita;
- 15.2.9 Customer fails to comply with any instruction, notice and or request from Capita in relation to the use and or display of any Intellectual Property, including but not limited to any trademark and or logo of the Capita or any of its Affiliates or the Payment Services Platform or any Payment Application; or
- 15.2.10 any event occurs in relation to Customer which in Capita's reasonable opinion could damage Capita's or its Affiliates' reputation, prove detrimental to Capita's or any of its Affiliates' business or may give rise to fraud, suspicion of fraud or any other criminal activity.
- 15.3 Capita may at any time terminate the Payment Services Platform at its convenience by giving Customer not less than 30 days' notice in writing, which termination shall be effective on the date specified in the notice of termination. In the event of termination by Capita in accordance with this Section 15.3, Capita shall reimburse to Customer any sums paid to Capita by Customer in advance for the unexpired portion of the Term following the date of termination.
- 15.4 The rights to terminate the Payment Services Platform given by this Section shall be without prejudice to any other right or remedy of Capita.
- 15.5 **Consequences of Termination.**
- 15.5.1 On termination, or part termination under clause 15.1, of the Product Order for any reason each Party shall cease to make use of the Intellectual Property belonging to the other Party and Customer shall remove all references to Capita from its website or any other promotional material.
- 15.5.2 Termination of the Product Order shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision of the Agreement which is expressly or by implication

intended to come into or continue in force on or after the date of such termination.

- 15.5.3 In the event of termination of the Agreement for any reason other than termination by Customer for cause pursuant to clause 11.1.3 of the Master Terms, the balance of Charges due in respect of any unexpired portion of the Initial Term or any subsequent renewal period (as described in the applicable Product Order) shall immediately fall due and payable. Customer shall pay such amounts to Capita on receipt of a valid invoice from Capita.

16. ADDITIONAL LIMITATIONS OF LIABILITY.

16.1 Customer acknowledges and agrees that:

16.1.1 Any action against Capita must be brought within 12 months after the cause of action arises.

16.1.2 Capita does not accept any responsibility for the accuracy of Transaction Data and hereby disclaims all liability to Customer or any third party for any inaccuracies or misrepresentations contained in the Transaction Data.

16.2 Capita does not give any representation or warranty that the Payment Services Platform or the Payment Applications will alert Customer to, avert or prevent occurrences of fraudulent use of Cards or E-Money Accounts and other transaction methods and Customer acknowledges that it should obtain insurance against such fraudulent behavior.

16.3 Any typographical, clerical or other error or omission in any promotional material or other information issued by Capita (including information on the Merchant

Portal and on the Web Site) shall be subject to correction without any liability on the part of Capita.

16.4 Where Customer has incurred any liability to Capita, whether under the Agreement or otherwise and whether such liability is liquidated or unliquidated, Capita may set off the amount of such liability against any sum that would otherwise be due to Customer under the Agreement.

17. CONFIDENTIALITY.

17.1 In addition to the confidentiality obligations contained in the Confidentiality section of the Master Terms, Customer acknowledges and accepts that Capita may:

17.1.1 carry out or commission credit checks on Customer for the purpose of obtaining an indication as to whether Customer is likely to be able to pay the Charges; and

17.1.2 disclose information to the Schemes, E-Money Issuers and or Acquirers as is required in connection with the Transactions and or in relation to Customer, the Customer Sites or the Customer Product.

18. INTELLECTUAL PROPERTY.

18.1 Subject to the terms of the Agreement, Capita hereby grants to Customer a limited, revocable, non-transferrable, non-sublicensable and non-exclusive license to display the Capita name, logo or other trademarks that are made available to Customer by Capita and approved by Capita for use by Customer (the "**Capita Trademarks**") on the Customer Site during the Term for the sole and exclusive purpose of informing Customer's Consumers that Customer processes the Consumer's payments using Capita's Products (but reserve the right to end this license earlier at

- any time and for any reason) and only in accordance with any Capita trademark usage guidelines or similar branding policies made available by Capita from time to time. Any such use of a Capita Trademark by Customer must correctly attribute ownership of such mark to Capita. Customer will not alter or modify any Capita Trademarks without Capita's express prior written approval in each instance, will not remove or obscure any Capita Trademarks on or in the Products as delivered to Customer.
- 18.2 Customer hereby grants Capita a worldwide, non-exclusive, royalty-free right and license to use, display and reproduce Customer's name, logo and other trademarks and other Intellectual Property Rights solely in connection with the provision of the Service.
- 18.3 Customer shall immediately notify Capita if there is any claim by a third party that any content supplied by Customer is breach of any third party rights or the Capita Site Content Policy.
- 18.4 Customer acknowledges that failure to comply with the requirements of this Section 18 is a material breach of this Agreement.
- 19. NOTICES AND VARIATION.**
- 19.1 From time to time Capita may modify the Product Terms by giving not less than 30 days' notice in writing to Customer by email and/or by publication on the Capita Web Site or the Merchant Portal. If Customer does not agree with those modifications, Customer should contact Capita as soon as possible and no later than 15 Business Days from the date of the notification. By continuing to use the Payment Services Platform after such notifications take effect, Customer has indicated Customer's acceptance of those modifications.
- 19.2 Capita may give less than 30 days' notice if the modification is as a consequence of legal, regulatory, tax or Scheme changes and or other circumstances reasonably beyond Capita's control.
- 19.3 Customer acknowledges and agrees that Capita may act on email notices or instructions which reasonably appear to originate from Customer or Customer's authorised employees or agents, and that Capita shall have no responsibility for, and hereby disclaims all liability with respect to, any claim that such notices or instructions did not originate from Customer or its authorised employees or agents.
- 19.4 For the purposes of this Section 19, "notice" shall include any request, demand, instruction, communication or other document.
- 20. ACQUIRER MERCHANT CONTRACT.**
- 20.1 The acquisition services offered by the Acquirer are subject to a separate contract. Nothing in the Agreement shall purport to limit the ability of the Acquirer to terminate the Acquirer's Merchant Contract and or vary any terms that apply therein.
- 20.2 Capita is not authorised to vary the terms or conditions contained in an Acquirer's Merchant Contract.
- 20.3 Customer acknowledges and agrees that Capita may not process Transactions unless Customer has a valid and current Merchant Contract.
- 20.4 Customer will also pay the Acquirer for the acquiring services received by Customer under the Merchant Contract. Details of these fees and charges are contained in the Merchant Contract and do not form part of the Agreement.
- 20.5 Any changes to the Acquirer are subject to the prior written consent by Capita such consent may include a variation and or increase in the Charges for the Payment

- Services Platform and/or any Payment Applications.
- 20.6 Customer acknowledges that changes to Customer's Acquirer may result in an interruption to, suspension of and or termination of the Payment Services Platform and/or Payment Applications.
- 21. ACCEPTANCE & AUTHORISATION.**
- 21.1 If so offered by a Consumer, Capita will accept for processing a Card or other payment which Capita is authorised to accept. Acceptance for processing and on-line authorisation of the Transaction does not guarantee payment by the Consumer or otherwise.
- 21.2 Acceptance of a Transaction by Capita shall in no way either directly or indirectly prove or be deemed to prove the validity of any Transaction or Transaction receipts. Capita provides Customer no assurances that any Transaction will be honored or that Capita shall not exercise any Chargebacks or other rights of reduction or set-off under the Agreement even where such Transaction has been authorised.
- 22. THIRD PARTY SERVICE INTEGRATIONS.**
- 22.1 From time to time the Parties may agree Customer may submit Transactions and or/other data to Capita via a third party application that has completed a successful integration to the Payment Services Platform, including but not limited to mobile applications ("**Third Party Data Services**"). All Third Party Data Services shall be considered Third Party Services (as defined in the Master Terms) under the Agreement. Any Charges associated with the Third Party Data Service shall be as specified in the Product Order or as notified to Customer in writing by Capita from time to time.
- 22.2 Customer hereby expressly authorises Capita to disclose information including but
- not limited to Transaction Data and or Confidential Information as is reasonably required for in relation to the Third Party Data Service. Customer acknowledges and agrees that Capita may conclusively treat any communication from the Third Party Data Service in relation to the operation and use of the Third Party Data Service integration as though it has been issued by Customer. Notwithstanding the foregoing, without limitation of Capita's rights under the Master Terms, Capita will not be required to disclose any Transaction Data or other data, and Capita shall be entitled to suspend and/or terminate an integration with a Third Party Data Services or decline to accept or submit Transactions, Transaction Data or any other data, to the Third Party Data Service in the event that Capita reasonably determines that the Third Party Data Services or such submission or data or Transactions (a) is not in compliance with any PCI-DSS requirements, Scheme Rules or applicable laws, regulations, licensing obligations, restrictions and orders, or (b) poses a security or confidentiality risk to Capita's, or its other customers', systems, data or Intellectual Property Rights; provided, however, that Capita shall be under no obligation to affirmatively make any such determination and Customer shall be solely and exclusively responsible for selecting, reviewing and managing the Third Party Data Services. Termination or suspension of the Third Party Data Service for any reason shall not terminate or otherwise affect the Agreement.
- 22.3 Capita is not responsible for, and hereby expressly disclaims all liability for, any claims, errors or omissions arising from or in connection with and or the performance of any such Third Party Data Service and or the maintenance of and or performance of any Third Party Data Service.

23. PROCESSING VOLUMES.

23.1 Customer acknowledges the Charges offered by Capita reflect the volumes of Transactions to be submitted by Customer. For the duration of this Agreement, Customer agrees either that:

23.1.1 Capita shall be Customer's exclusive online card payment service provider ("**Sole Service Provider**"); or

23.1.2 where agreed by the Parties and identified in the Product Order, Customer shall comply with any Minimum Transaction Processing Commitment specified in the Product Order.

23.2 If the Minimum Transaction Processing Commitment is not achieved Customer agrees to pay the difference between Charges due in relation to the actual Transactions (excluding any Transactions that fail or are not accepted for any reason) processed during the relevant period and the Charges that would have been payable had the Minimum Transaction Processing Commitment been achieved.

23.3 Customer further agrees that, during this Agreement, where Capita is the Sole Service Provider Customer shall not use the services of any third party to process any Transactions or provide services or functionality similar to the Products and Services referred to in these Product Terms without the prior written consent of Capita.

23.4 If Capita is to be the Sole Service Provider and, prior to the Effective Date, Customer processes Transactions or uses products or services of an alternative payment service provider ("**Alternative Service Provider**") which directly or indirectly competes with the Products and Services provided by Capita, Customer agrees to serve notice of termination on the Alternative Service

Provider as soon as the contract with the Alternative Service Provider allows, unless Capita has agreed otherwise and Capita has provided its prior written consent.

24. PROMOTIONAL ACTIVITY.

24.1 Customer agrees to participate in the promotional and marketing activity ("**Promotional Activity**") as specified in the Product Order, together with such other Promotional Activity as the Parties may agree from time to time.

24.2 Except as expressly provided under the Agreement, Capita shall not make any press announcements or publicise the Agreement or its contents or the relationship between the Parties in any way without the prior written consent of Customer, which shall not be unreasonably withheld or delayed.

24.3 Capita agrees that the text and layout of any promotional and or marketing materials will be provided to Customer for Customer's consent prior to publication, such consent not to be unreasonably withheld or delayed.

24.4 For the purpose of the promotional activity and any other activity that may be agreed between the Parties from time to time, Customer hereby grant Capita a, non-exclusive, royalty-free right and license to use, display and reproduce Customer's trademarks and other Intellectual Property Rights solely in connection with the provision of such activities. Capita agrees to adhere to Customer's reasonable usage guidelines, as notified in writing by Customer to Capita from time to time in advance.

24.5 The Parties shall co-operate in issuing such press releases and similar media statements respecting the Payment Services Platform, Payment Applications and other Products and Services offered under the Agreement as either Party may deem reasonably appropriate from time to time.

- 24.6 Each Party shall have the right to inform their customers and the public regarding the existence of, but not the terms of, the Agreement.
- 24.7 Each Party may use the other's name in marketing their respective products and services and may link to each other's websites, but neither Party will perform any actions that will harm the other's or its customers' name and reputation.
- 24.8 The Parties may participate in joint marketing and joint advertising initiatives with the prior written consent, such consent not to be unreasonably withheld or delayed.
- 25. PROHIBITED JURISDICTIONS – GAMING MERCHANTS.**
- This Section 25 shall apply only in the event that Customer is a gaming merchant or otherwise conducting business involving betting as classified by its Merchant Classification Code or otherwise pursuant to its Merchant Contract.
- 25.1 Customer acknowledges that Capita may at its sole discretion decline to process Transactions originating from gambling or any other prohibited service, including but not limited to Transactions originating from cardholders and or activities located in or deemed to be located in the Prohibited Jurisdictions as specified in this Section 25.
- 25.2 Capita reserves the right as the consequence of legal, regulatory and or Scheme advice received by Capita and at its sole discretion to amend the Prohibited Jurisdictions by notification to Customer in writing from time to time.
- 25.3 Subject to legal, Scheme and or regulatory restrictions, Capita shall use commercially reasonable efforts to provide Customer with not less than 30 days' notice in writing of any such changes under this Section 24. However, Customer acknowledges that immediate changes to the list of Prohibited Jurisdiction may be required from time to time as a consequences of changes in legal interpretation, laws and or regulations.
- 25.4 For clarity, Customer acknowledges and agrees that nothing in the Agreement will require Capita process any Transaction which is not in accordance with relevant laws, regulations, regulatory requirements and/or Scheme Rules.
- 25.5 For the purpose of these Payment Application-Specific Additional Terms, "***Prohibited Jurisdictions***" shall mean:
- 25.5.1 China
 - 25.5.2 Hong Kong
 - 25.5.3 Israel
 - 25.5.4 Malaysia
 - 25.5.5 Singapore
 - 25.5.6 Turkey
- As the same may be amended by Capita under this *Section 25*.
- 26. MERCHANT ADMINISTRATOR TERMS AND CONDITIONS.**
- This Section 26 shall apply only in the event that a Merchant Administrator for Customer is specified in the applicable Product Order.
- 26.1 **Appointment of Merchant's Administrator.**
- 26.1.1 For the purpose of this Section 26 the following definitions will apply:
- "Ancillary Service Agreement"** means the agreement between Merchant Administrator and Customer for services as provided to and approved by Capita.
- "Merchant Administrator"** means the person or organisation specified as the Merchant Administrator in the Product Orders.
- 26.1.2 Customer hereby appoints the Merchant Administrator as its

- billing administrator for the purpose of the administration and operation of the Payment Services Platform and if specified in the Ancillary Services Agreement to provide the technical and physical interface as a service provider for Customer with Capita, and Customer has ensured that Merchant Administrator hereby accepts the appointment on those terms.
- 26.1.3 Customer shall not, during the Term, appoint any other person, firm or company as its Merchant Administrator without the prior written consent of Capita.
- 26.1.4 For the purpose of the administration of the Agreement:
- (a) Capita is instructed and authorised by Customer to provide information and instruction relating to the Agreement and payment processing to Merchant Administrator;
 - (b) Merchant Administrator is instructed and authorised by Customer to provide information and instruction relating to the Agreement and payment processing to Capita.
 - (c) Merchant Administrator is instructed to perform the functions specified in the Agreement and Capita is hereby notified of Customer's request for Merchant Administrator to perform these functions as Customer's merchant administrator.
- 26.1.5 Customer shall notify Capita in writing of any variation and or termination of its appointment of Merchant Administrator as its merchant administrator to the extent any such variation or termination impacts the administration of the Agreement.
- 26.1.6 Termination of the Ancillary Service Agreement or appointment by Customer of a Merchant Administrator shall not terminate the Agreement except as expressly set forth herein.
- 26.2 **Warranties in respect of Merchant Administrator.**
- 26.2.1 Customer hereby represents, warrants and covenants that:
- (a) All merchant Identifications (MIDs) provided to Capita via Merchant Administrator are assigned to Customer by an Acquirer;
 - (b) All Transactions submitted to Capita by Customer originate from goods or services provided by Customer and or Merchant Administrator as a service provider for Customer.
- 26.3 **Invoicing via Merchant Administrator.**
- 26.3.1 Customer appoints Merchant Administrator to administer the payment of Charges payable by Customer to Capita under this Agreement shall be varied as set out in this Section 26.
- 26.3.2 Customer agrees that Capita will at the sole discretion of Capita issue

- invoices for all Charges, fees and payment due under the Agreement to:
- (a) Merchant Administrator;
 - (b) If so notified by Capita, to such other legal entity may be agreed in writing by the Parties from time to time; or
 - (c) If no Merchant Administrator is appointed by Customer any invoice will be provided directly to Customer.
- 26.3.3 Capita will for the duration of the Merchant Administrator appointment issue its invoices under the Agreement (including value added tax invoices where applicable) to Merchant Administrator and shall not be obliged to provide invoices directly to Customer. Customer may obtain information on the number of Transactions processed via the Merchant Portal.
- 26.3.4 Customer acknowledges that Customer has entered into an agreement for ancillary services with Merchant Administrator and that the Charges due under the Agreement per Transaction may be incorporated into invoices issued to Customer by Merchant Administrator and included in the generic transaction payment description. Merchant Administrator shall not be required to provide Customer with a separate invoice for Charges due under the Agreement.
- 26.3.5 Capita acknowledges that receipt from Merchant Administrator of payment of the Charges due under the Agreement shall discharge Customer's liability in respect thereof.
- 26.3.6 If Customer terminates its Ancillary Service Agreement Capita shall be entitled to terminate the Agreement or may at Capita's sole discretion elect to bill Customer direct and apply the Charges specified in the Product Order.
- 26.3.7 If the Capita terminates its agreement with Merchant Administrator, Capita may at Capita's sole discretion elect to bill Customer direct and apply the Charges specified in the Product Order or appoint a replacement Merchant Administrator. Capita agrees to use reasonable efforts to provide Customer with notice of any such termination.
- 26.3.8 Customer's obligation to pay Capita direct and or to pay any new Merchant Administrator shall not apply until notice has been given in writing to Customer in accordance with the terms of the Agreement.
- 26.3.9 Customer agrees that information in relation to the Services under the Agreement may be disclosed to Merchant Administrator.
- 26.3.10 Customer acknowledges that Capita is not responsible in any way, and hereby disclaims all liability, for the performance of and or obligations contained in the Ancillary Service Agreement.
- 26.3.11 The Parties agree that Merchant Administrator is not authorised to vary and or amend any of the terms in the Agreement.

27. MERCHANT NOTIFICATION PROCESS.

This Section 27 shall apply only in the event that Merchant Notification Service has been elected by Customer as specified in the applicable Product Order.

27.1 Any alterations to the Service that require notification to the Nominated Merchant Contact under the Agreement will be notified to Customer via the Merchant Portal and via the Merchant Notification Process.

27.2 For the purpose of this Section, the following definitions shall apply:

“Merchant Notification Process” means the procedure for providing notification to Customer as specified in the Product Order; and

“Nominated Merchant Contact”: the person and or persons identified as the Nominated Merchant Contact for the Merchant Notification Process in the Product Order.

28. TOKENISATION SERVICE.

28.1 Capita will from the Tokenisation Commencement Date hold the Transaction Data, which includes but is not limited to Cardholder Data, for the duration of the Tokenisation Service. From time to time Customer may request Capita to process a Transaction relating to Cardholder Data held by Capita as part of the Token Service.

28.2 Upon receipt of the request from Customer, Capita will, provide Customer will a unique Token ID in relation to the Transaction with the Cardholder.

28.3 The provision of the Tokenisation Service will be subject to:

28.3.1 The terms of the Agreement;

28.3.2 The payment by Customer of the Charges due under this Agreement;

28.3.3 Applicable laws, PCI-DSS, Scheme Rules, operational and processing requirements; and

28.3.4 Customer obtaining the appropriate Cardholder consent for Capita to hold the Cardholder’s Transaction Data to enable Customer to debit the Cardholder for Transactions for the duration of the Tokenisation Services.

28.4 In providing the Token ID, Capita will hold any Cardholder Transaction Data in accordance with Capita’s PCI-DSS accreditation, applicable laws and Scheme Rules and will not disclose the Cardholder’s Transaction Data held for the Tokenisation Service to Customer.

28.5 Customer shall indemnify and keep indemnified Capita against all and or any claims made against Capita arising from holding Cardholder Transaction Data for the Tokenisation Service including but not limited to any claim by the Cardholder that:

28.5.1 Capita is not authorised to hold the Cardholder Transaction Data for the purpose of the Tokenisation Service; or

28.5.2 Customer is not authorised by the Cardholder to process the Transaction.

29. DATA PROTECTION.

29.1 In this Section 29, the terms “controller”, “data subject”, “personal data”, “personal data breach”, “process” (“processed” to be construed accordingly) and “processor” shall have the same meanings as in the EU General Data Protection Regulation (EU)2016/679 (the “GDPR”). “Data Protection Laws” means the GDPR, the UK

- Data Protection Act 2018 and any replacement or supplementary legislation applicable to the processing of personal data applicable in the European Union or the United Kingdom from time to time.
- 29.2 Capita acts as a data processor on behalf of Customer with respect to any personal data (including the Personal Information) which is processed by Capita on behalf of Customer or a Customer Affiliate (each a “**Customer Group Member**”) under the Product Order to the extent that it relates to the Product(s) (including in relation to any Support Services and Professional Services to be performed by Capita in relation to the Product(s) under such Product Order) (the “**Customer Personal Data**”). Customer may act as controller or processor in respect to Customer Personal Data. This Section 29 sets out Capita’s data processing obligations to Customer in respect of Customer Personal Data. Details of the applicable processing activities (including categories of personal data and data subjects) are described in Annex 1 to these Product Terms.
- 29.3 Customer warrants, represents and undertakes to Capita that it (or the applicable Customer Group Member): (a) will comply at all times with the Data Protection Laws; (b) has all necessary consents and notices in place to enable lawful transfer (including international transfers, if any) of Customer Personal Data to Capita for the duration of the Agreement (including without limitation, lawful grounds for processing); and (c) will not transfer any Customer Personal Data to Capita in connection with the provision of services by Capita, other than Customer Personal Data of Customer employees to the extent necessary for such employees to liaise with Capita in respect of such services.
- 29.4 **Capita’s obligations.** Where Capita processes Customer Personal Data under or in connection with the performance of its obligations under the Product Order, Capita shall:
- 29.4.1 process the Customer Personal Data only in accordance with the Agreement and with other mutually agreed and documented instructions of Customer;
 - 29.4.2 implement appropriate technical and organisational measures necessary to meet the requirements of Article 32 of the GDPR;
 - 29.4.3 ensure Capita staff authorised to process Customer Personal Data are subject to appropriate confidentiality obligations;
 - 29.4.4 be entitled to engage subprocessors to process Customer Personal Data (and this Section 29.4.4 shall be deemed Customer’s general written authorisation to the same). Capita shall: (a) ensure that equivalent requirements to those set out in this Section 29.4 are imposed on any subprocessor(s) through a written agreement; (b) remain liable to Customer for the performance of the sub-processor’s obligations; and (c) where applicable, provide to Customer reasonable prior notice of any addition or replacement of such subprocessors.
- Without prejudice to the foregoing general authorisation to appoint sub-processors, Customer will be deemed to have specifically consented to any new appointment if no objection is received within five (5) Business Days of Capita’s notification;
- 29.4.5 taking into account the nature of the processing and the information

available to Capita, reasonably assist Customer to fulfil Customer's obligations under the Data Protection Laws: (a) to respond to data subjects' requests exercising their rights; and (b) with respect to security, data protection impact assessments, data breach notifications and consultations with data protection supervisory authorities. Capita shall be entitled to charge Customer, at Capita's then-current rate card and expenses policy, for any Capita effort or costs under this Section 29.4.5;

29.4.6 make available to Customer such information as Customer reasonably requests and Capita is reasonably able to provide, and, permit and contribute to such audits, including inspections, conducted by Customer (or agreed auditors other than Capita's competitors), as is necessary to demonstrate Capita's compliance with its obligations set out in this Section 29. Customer will give reasonable notice of any audit, ensure that any audit does not disrupt Capita's business operations, ensure any agreed auditors (if any) are bound by appropriate (in Capita's opinion) confidentiality obligations to protect Capita's confidential information, and will be fully liable for any associated costs (including those of Capita); and

29.4.7 notify Customer without undue delay after becoming aware of any personal data breach involving Customer Personal Data.

29.5 **International transfers.** Customer acknowledges that it may be necessary for Capita or its subprocessors to transfer

Customer Personal Data outside the UK or the European Economic Area (EEA) in order to provide certain services under the Agreement. Customer authorises Capita and in turn its applicable subprocessor to carry out cross-border data transfers of Customer Personal Data to countries or territories outside the UK or the European Economic Area (EEA) solely as required for the provision of the services under the Agreement. Any transfers hereby authorised in accordance with this Section 29.5 shall be subject to appropriate safeguards or derogations under Data Protection Laws. Where requested to do so by Capita, Customer shall execute the appropriate approved standard contractual clauses for transfers of Customer Personal Data from the EEA or the UK to third countries ("**Standard Contractual Clauses**") as data exporter with the applicable Capita data importer entity and, where relevant, procure that the relevant data controller entity does the same. Customer agrees that if, pursuant to the Standard Contractual Clauses, Capita is obliged to provide a copy of any applicable subprocessor agreement, such agreement may have all commercial information, or clauses unrelated to the Standard Contractual Clauses, removed by Capita beforehand and that such copies will be provided by Capita in a manner to be determined in its discretion and only upon request by Customer.

29.6 **Indemnity.** Subject to the limitations and exclusions of liability set out in the Agreement, each Party shall indemnify and keep indemnified the other Party against any liability, fines, claims, demands, expenses and costs (including reasonable legal fees) arising as a result of: (a) any breach by the other Party (including in the case of Customer, by any Customer Group Member and any other controller of the Customer Personal Data) of its obligations under Data Protection Laws; and/or (b) where Capita is the indemnified Party, Capita acting in accordance with any instruction, policy or

procedure of Customer or any Customer Affiliate. Subject to the limitations and exclusions of liability set out in the Agreement, Customer shall defend and indemnify, at its own expense, Capita from

and against any third party claim against Capita to the extent arising out of or in connection with Customer's breach of Section 29.3(b) or Section 29.3(c).

ANNEX 1

PERSONAL DATA AND PROCESSING ACTIVITY

| | |
|--|---|
| Subject matter of the processing | Transactional Payment Processing |
| Duration of the processing | Transaction processing is transient at the point of time of the transaction but our policy is to retain the transaction data to support international payment card scheme defined chargeback timescales, or, if card on file is requested by a cardholder via a merchant or organisation, for the duration of the validity of the card. The duration of the processing is therefore for the duration of the agreement plus the chargeback period for individual transactions. This would mean, for example, that if there was a transaction on the final day of an agreement that transaction date would be retained for the duration of the chargeback period. |
| Nature and purpose of the processing | The nature and purpose of the processing is to enable data subjects to make payments for goods and services by facilitating the payment processes between the data subject, the relevant merchant or organisation providing the goods or services and the associated components of the wider financial system including acquirers, banks and schemes. |
| Type of personal data | Personal data to support the payment for goods and services, including name, telephone numbers, email address, address, account details, and payment details associated with the transaction as defined by the merchant, organisation, acquirer, bank or scheme. |
| Categories of data subjects | Individuals who wish to make payments for goods and services. |
| Obligations and rights of the Customer | As defined in the terms in this Agreement. |

ANNEX 2 – SERVICE CHARTER



Contents

1. Introduction
2. Software Development & Terminology
3. Getting in Touch
4. Raising a Ticket
5. Response Times & Priority Levels
6. Service Levels
7. Feedback & Escalations

2




Introduction

Welcome to our Customer Service Charter.


Whether you're new to Pay360, or a long-standing customer, this service charter outlines our promise and commitment to offer both value and efficient customer service to you through helpful, timely and knowledgeable support.

We constantly evaluate ourselves against this charter and strive for continuous improvement. We will publish our performance on an annual basis and welcome feedback and comments from you so that we can develop the charter to ensure that it delivers better outcomes for you and the customers that you serve.



Alan Powell
Chief Operating Officer

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Software Development

Software Development Strategy


There will always be a requirement to continually improve and enhance our products. Part of this can also mean products will reach end-of-life and be decommissioned. These outcomes are recognised as having different drivers, all of which are taken into consideration:

Business-led:

- Legislative changes (including safety and security)
- Strategic business decisions
- Technological advances

Customer-led:

- Requests from individual customers
- Requests from User Groups



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Terminology

Terminology Guide

Our staff are trained locally in our products and in support services. Our support processes follow UK Government approved ITIL4 framework and the appropriate naming conventions in line with those guidelines. In doing so, the language used is very important:

- ! **Incident** - an unplanned interruption to a service or reduction in the quality of the service.
- X **Problem** - the cause or potential cause, of one or more Incidents, for which the underlying cause may not initially be known.
- # **Service Request** - Requests for Training, Consultancy, Report Writing, Technical Services and Standard Changes.
- ? **Enquiry** - Requests for information and any "How do I...?" or "How can I...?" queries.
- # **Change Request** - Request for functionality to be enhanced in the product.
- ↻ **Workaround** - a solution that reduces or eliminates the impact of an incident or problem for which a full resolution is not yet available.

Incidents, Enquiries and Service Requests may at times be referred to as a 'case' or 'ticket'.





Getting In Touch

You can contact us in a way that suits you best – by raising a case through your dedicated account on the Capita Customer Support Portal, by phone or by contacting your dedicated Service Manager. In the event of a P1/Major Incident, we urge customers to contact us by phone in the first instance.

Capita Customer Support Portal

Please use your login details to access the portal:
<https://capitaswprod.service-now.com/>



Phone

You can reach us by phone on:

0333 313 7161



Pay360 Business Hours

Business Hours Mon – Fri 09:00 to 17:30

In the event of emergencies or service degradation, out of hours support is available evenings, weekends and bank holidays.

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Raising a Ticket or Case

When contacting the Service Desk about any issue, you will need to provide as much information as possible including:

- Identify yourself.
- The users, businesses or customer name this is affecting.
- The specific product(s) affected.
- The release version you are on including Service Packs or Hotfixes.
- What impact this is having on your business in real terms e.g. deadlines.
- Environmental issues that may be contributing factors.
- A reference number (if calling about an existing matter).
- As much detail as possible about what you are reporting including:
 - ❖ Error messages (and the steps taken which cause the error message to appear).
 - ❖ Time/date when these errors occur(ed).
 - ❖ If the issue is intermittent or replicable, has this occurred more than once?
 - ❖ Screenshots.
 - ❖ Which environments are affected e.g. Live/Test?

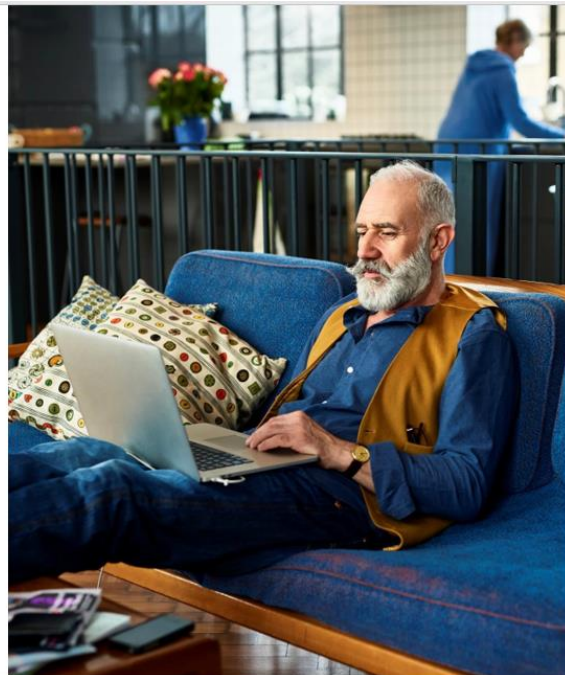
We will always strive to resolve your query immediately, but sometimes a deeper level of investigation is required. The time required to do this will depend on the complexity of the issue and the factors involved. It may be necessary to ask you a few questions in order to establish additional information or even to request a copy of some data for further investigation.

While your case is being investigated, you can expect regular contact, with higher frequency depending on its priority. Changes to a case status may be made in the following circumstances:

- Where you have been asked to provide further information, to test software, or to undertake any other action.
- Where you or a third-party support agency has returned the case to Pay360, the severity will be re-assigned as deemed necessary.
- Where the significance of the fault diminishes, either because of partial fix or elimination of some elements, the case category may be downgraded.

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Resolution Time & Priority Levels

How we intend to resolve your issues?

Software Defects

If we determine that a problem or fault reported by the customer relates to Pay360 software, we will attempt to provide a solution. The solution may take the form of additional corrective software or an updated version of Pay360 software in which the problem has occurred. We will use reasonable endeavours to provide a full resolution when the next version of the relevant Pay360 software is released. Incident resolution may take different forms e.g. advice, workaround or upgrade to later version – regardless of whether this version is released yet.

When will you respond to me?

We aim to resolve cases according to their Priority, usually with the most Urgent and Impactful cases being addressed first. The following is the Key Performance Indicator we use to target how quickly we aim to resolve an Incident or escalate it as a problem.

| Priority | Target Response Time | Priority | Target Resolution Time* |
|----------|----------------------|----------|-------------------------|
| 1 | 1 hour | 1 | 4 hours |
| 2 | 2 hours | 2 | 1 working day |
| 3 | 1 working day | 3 | 5 working days |
| 4 | 2 working days | 4 | 10 working days |

*Target resolution time excludes delivery of product or software resolution.

Priority Levels

All case investigations are based on priority levels. Priority 1 being the highest and Priority 4 the lowest. Enquiries and service requests will never be raised above a P3. When logging an incident, you will have the option of setting the priority. Once set, a revision of this rating may take place depending on changing impact or urgency. We aim to always keep you informed of this. We ask that our customers use the below guides in setting priorities.

| Priority Level | Examples |
|---------------------------------|--|
| Priority 1 – System Down | A service interruption which has a critical impact on the activities of the authority; causes significant financial loss and/or disruption to the authority or results in any material loss or corruption of authority data. |
| Priority 2 – Critical | A service interruption which can or could have a major (but not critical) adverse impact on the activities of the authority and no workaround is available. |
| Priority 3 – Major | A service interruption which has a major adverse impact on the activities of the authority which can be reduced to a moderate adverse impact due to the availability of a workaround. |
| Priority 4 - Low | Service or change request |

Service Levels

Availability

Monthly Availability Target = 99.9%



% availability of each managed service component is calculated as follows:

$$\frac{\text{Total Agreed Availability Hours} - \text{Unscheduled Outage Hours}}{\text{Total Agreed Availability Hours}} \times 100$$

Notes

Total Agreed On-line Availability Hours is defined as 7 days by 24 hours minus any agreed scheduled maintenance periods.

Service outages caused by other service providers are excluded from this target e.g. loss of internet connection and other telecoms failures and links to 3rd parties.

Alerts

We intensively monitor our service 24*7 with real-time alerting of any problems with the service.

If a service-affecting issue is identified during business hours, a service notification email will be sent out to your list of company contacts, advising of the issue and any subsequent updates pertaining to the issue. It is important that you supply and keep us updated with a list of contacts – you can do this by contacting the Service Desk.

Notifications

At Pay360, we aim to provide our customers with accurate information, advice and guidance regarding service and product related changes under the form of notifications.

These may be:

- New releases, software upgrades or weekly maintenance related work;
- 2-4 weeks' notice on changes that may impact your integration and require you to operate specific changes on your systems;
- Scheme, Vendor or Acquirer changes that may impact you;
- New products or changes to existing Pay360 products.

Scheduled Maintenance

As we are continually improving our service, we have scheduled a regular maintenance window to ensure any scheduled upgrades or infrastructure changes take place at a time you can expect and prepare for.

Whilst we strive to minimise any impact to clients during this time, please be prepared for potential intermittency while system changes are implemented.

If we need to make urgent changes, for example related to security or performance, outside of this window which we feel may impact your service, we will notify you as soon as possible, and aim to provide 48 hours' notice wherever possible.

* Whenever deemed necessary, we may decide to start the maintenance window 1 hour earlier to avoid any foreseen disruption to Pay360 merchants.

Disaster Recovery

Disaster Recovery

A disaster is a situation which causes, or is anticipated to cause, the loss of availability of the Service for a protracted period, considered to be at least 24 hours. In the event of a disaster, Capita Pay360 shall:

- Recover data stored off site;
- Recover the service at the nominated disaster recovery site;
- Procure and implement, at the expense of Capita Pay360, other equipment necessary to supply the service;
- Aim to, where possible, provide a minimum service within 24 hours;
- Provide a fully functional system as soon as is logistically possible.
- Targets for the restoration of the Service do not apply in the event of a customer site disaster such as loss of equipment or premises.

Site Locations

Pay360's primary and recovery sites are both located in the United Kingdom, within a 40-mile radius of a Pay360 office.

Datacentre Failover

As part of our ongoing business continuity planning, Pay360 undertakes periodic failovers between its two data centres. These are intended to confirm that our procedures are up-to-date, and all teams involved are well equipped to follow and implement them. We will aim to provide you with 4 weeks' notice prior to a datacentre failover.

Recovery Point Objective (RPO)

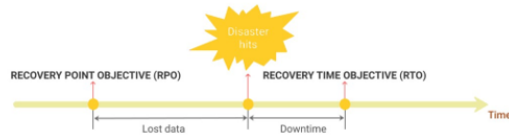
An RPO is a measurement of time from the failure, disaster or comparable loss-causing event. RPOs measure back in time to when your data was preserved in a usable format, usually to the most recent backup. Recovery processing usually preserves any data changes made before the disaster or failure. RPOs can also refer to how much data can be lost before your enterprise receives significant harm, also known as your enterprise's loss tolerance.

Recovery Time Objective (RTO)

RTOs represent the amount of time an application can be down and not result in significant damage to a business and the time that it takes for the system to go from loss to recovery. This recovery process includes the steps that Pay360 must take to return the application and its data to its pre-disaster state.

Pay360 Targets

RPO = 5 seconds
RTO = 2 hours



At Pay360 we welcome customer feedback.

If you have been dissatisfied with our service or products, or have cause to contact us to escalate any matters, we wish to assure you of the following commitments:

- We will acknowledge your feedback promptly.
- For issues that are more complex or require investigation, we will keep you informed of our progress.
- We will endeavour to provide a final response as quickly as possible for the majority of the issues. Some software issues of particularly complex nature may require systems development. If this applies, we will advise you of this.

Escalation contact details.

If you find that the service is not meeting the standard set out within this document, you should contact:

| Position | Name | Phone | E-mail |
|-----------------------------|-----------------|---------------|--|
| Support Team | Pay360 Helpdesk | 0333 313 7161 | simon.campbell@capita.co.uk |
| Head of Customer Experience | Conor McMenamin | 0780 950 4762 | conor.mcmenamin@capita.co.uk |
| Chief Operational Officer | Alan Powell | 0784 151 2569 | alan.powell@capita.co.uk |



PAYMENT APPLICATION-SPECIFIC ADDITIONAL TERMS (UK) – E-MAIL PAY

These Payment Application-Specific Additional Terms contain additional terms that apply whenever Customer licenses the E-mail Pay Product as indicated in the applicable Product Order. The E-mail Pay Product is a SaaS Product as defined in the Master Terms. The terms and conditions that apply to the E-mail Pay Product consist of the Master Terms, the Payment Services Platform Product Terms, the applicable Product Order, and these Payment Application-Specific Additional Terms. In some cases additional or modified rights to those provided in these Payment Application-Specific Additional Terms will be included in a Product Order.

1. CUSTOMER OBLIGATIONS.

1.1 In addition to Customer's obligations under the Agreement, with respect to the E-mail Pay Product, Customer is responsible for:

1.1.1 Generating and distributing the unique and customised link for a pre-configured amount;

1.1.2 monitoring the responses to any e-mail or other distribution channel sent via the E-mail Pay Product;

1.1.3 reconciling the payment by the Consumer is consistent with the payment requested by the E-mail Pay Product e-mail.

1.2 In placing the link into an email Customer acknowledges that the e-mail communication to the Consumer may not be secure and Customer remains responsible for the content and security of the communication.

2. CAPITA OBLIGATIONS.

2.1 In addition to Customer's obligations under the Agreement, with respect to the E-mail Pay Product, Capita is responsible for providing the hosted payment page accessed via the link in accordance with the terms of the Agreement.

2.2 Notwithstanding anything to the contrary, Capita is not responsible or liable for:

2.2.1 the security of and or content of the e-mail sent to the Consumer;

2.2.2 the receipt of the e-mail by the Consumer; or

2.2.3 the rejection of or blocking of any e-mail by a Consumer and the Consumer's computer software, internet service provider and or systems.

3. SERVICE INTEGRITY.

3.1 Customer shall notify Capita immediately it becomes aware of any attempts by any third party to:

3.1.1 Access the hosted page via the link without the prior authority of Customer:

3.1.2 Replicate in any way the look and or design of the e-mail with the intention of misleading a Consumer into believing the Consumer is accessing a Capita hosted payment page.

3.2 Customer shall take all reasonable steps to notify its Consumer's if it is aware of any event referred to in this Section 3 of these Payment Application-Specific Additional Terms and shall cease using the E-mail Pay Product.

3.3 If Capita receives a notification from Customer in accordance with this Section 3,

or otherwise receives notification of the occurrence of any events described herein, Capita may at its sole discretion, terminate or suspend the E-mail Pay Product. Capita shall use commercially reasonable efforts to discuss such action with Customer but may from time to time for reasons of security and to protect the integrity of the E-mail Pay Product act without notice to Customer.

PAYMENT APPLICATION-SPECIFIC ADDITIONAL TERMS (UK) – CARDLOCK SERVICE

These Payment Application-Specific Additional Terms contain additional terms that apply whenever Customer licenses the CardLock Service Product as indicated in the applicable Product Order. The CardLock Service Product is a SaaS Product as defined in the Master Terms. The terms and conditions that apply to the CardLock Service Product consist of the Master Terms, the Payment Services Platform Product Terms, the applicable Product Order, and these Payment Application-Specific Additional Terms. In some cases additional or modified rights to those provided in these Payment Application-Specific Additional Terms will be included in a Product Order.

1. DEFINITIONS.

1.1 Capitalised terms used in these Payment Application-Specific Additional Terms but not defined below are defined in the Product Terms and/or Master Terms.

“CardLock Service” means the Product provided by Capita to enable Transaction Data (including but not limited to Card numbers) to be held by Capita and accessed when the Cardholder authorises to Customer to submit a Transaction.

“Token ID” means a unique identification marker issued to Customer by Capita in relation to a Cardholder’s Transaction Data held by Capita as part of a Tokenisation Service;

“Tokenisation Service” means the holding by Capita of the Cardholder’s Transaction Data to be used for repeat Transactions and the issuance to a merchant of a Token ID.

“Tokenisation Commencement Date” means the date from which Capita shall hold Cardholder Data for the purpose of use in the Tokenisation Service as specified in the Product Order and if no date is specified the Effective Date.

2. TOKENISATION SERVICE.

2.1 Capita will from the Tokenisation Commencement Date hold the Transaction Data, which includes but is not limited to Cardholder Data, for the duration of the

Tokenisation Service. From time to time Customer may request Capita to process a Transaction relating to Cardholder Data held by Capita as part of the Token Service.

2.2 Upon receipt of the request from Customer, Capita will, provide Customer will a unique Token ID in relation to the Transaction with the Cardholder.

2.3 The provision of the Tokenisation Service will be subject to:

2.3.1 The terms of the Agreement;

2.3.2 The payment by Customer of the Charges due under this Agreement;

2.3.3 Applicable laws, PCI-DSS, Scheme Rules, operational and processing requirements; and

2.3.4 Customer obtaining the appropriate Cardholder consent for Capita to hold the Cardholder’s Transaction Data to enable Customer to debit the Cardholder for Transactions for the duration of the Tokenisation Services.

2.4 In providing the Token ID, Capita will hold any Cardholder Transaction Data in accordance with Capita’s PCI-DSS accreditation, applicable laws and Scheme Rules and will not disclose the Cardholder’s Transaction Data held for the Tokenisation Service to Customer.

2.5 Customer shall indemnify and keep indemnified Capita against all and or any claims made against Capita arising from holding Cardholder Transaction Data for the Tokenisation Service including but not limited to any claim by the Cardholder that:

2.5.1 Capita is not authorised to hold the Cardholder Transaction Data for the purpose of the Tokenisation Service; or

2.5.2 Customer is not authorised by the Cardholder to process the Transaction.

3. CUSTOMER OBLIGATIONS.

3.1 In addition to Customer's obligations under the Agreement, with respect to the CardLock Service Product, Customer shall be responsible for:

3.1.1 Ensuring the CardLock Service Product is suitable for Customer's business requirements; and

3.1.2 Integration to the CardLock Service Product; and

3.1.3 PCI reporting and audit's associated with Customer's own business; and

3.1.4 Ensuring the Capita Trademark is displayed in relation to Customer's use of the CardLock Service Product; and

3.1.5 Obtaining any Cardholder consents required in relation to the CardLock Service Product.

PAYMENT APPLICATION-SPECIFIC ADDITIONAL TERMS (UK) – OPTIMIZE SERVICE

These Payment Application-Specific Additional Terms contain additional terms that apply whenever Customer licenses the Optimize Service Product (including its individual components and modules) as indicated in the applicable Product Order. The Optimize Service Product is a SaaS Product as defined in the Master Terms. The terms and conditions that apply to the Optimize Service Product consist of the Master Terms, the Payment Services Platform Product Terms, the applicable Product Order, and these Payment Application-Specific Additional Terms. In some cases additional or modified rights to those provided in these Payment Application-Specific Additional Terms will be included in a Product Order.

1. DEFINITIONS.

1.1 Capitalised terms used in these Payment Application-Specific Additional Terms but not defined below are defined in the Product Terms and/or Master Terms.

"Optimize Commencement Date" means the date from which Capita shall hold Cardholder Data for the purpose of use in the Optimize Service Product as specified in the Product Order and if no date is specified the Effective Date.

"Optimize Evaluate" means the Optimize Service Product module that provides an engine to create user defined automated rules for a number of use cases including fraud detection, risk management and anti-money laundering. Where Optimize Evaluate is licensed by Customer per the Product Order, the Parties will agree the actual fixed number of rules to be created for Optimize Evaluate as part of the discovery process.

"Optimize Investigate" means the Optimize Service Product module designed to radically improve an operator's fraud and risk management team efficiency and throughput in reviewing and identifying potential and real fraud using various tools including link analysis.

"Optimize Manage" means the Optimize Service Product module that provides an automated queue workflow management system designed to enable distributed tasks

across designated teams to streamline operational efficiency and rapidly resolve tasks.

"Optimize Verify" means the API designed to allow clients to access multiple third party data vendors whose data assets can be used within customer workflows or as part of the decision-making process within Optimize Evaluate. Where Optimize Verify is licensed by Customer per the Product Order, Customer can choose which data vendors makes most sense to their unique strategy without having the inconvenience and cost of individual integrations and leverage Capita's consolidated volume rates made available to customers to reduce the costs from the third party suppliers which alone they may not be able to achieve.

2. OPTIMIZE SERVICE.

2.1 Subject to the terms of the Agreement, Capita will provide Customer with access to the Optimize Service for Customer to use in accordance with the Optimize Manual as the same is amended from time to time and published on the Merchant Portal or otherwise provided to the Customer.

2.2 Capita will from the Optimize Commencement Date hold the Transaction Data for the duration needed to enable a decision based on the rules defined by the customer and then for the period defined by Customer as necessary to enable Customer to maintain the appropriate records of

- decisions for audit purposes. This is typically for the duration of the Term applicable to the Optimize Service Product as indicated in the Product Order unless the Customer directs otherwise.
- 2.3 Upon receipt of the request from Customer, Capita will provide Customer with a decision result based upon the rules defined and managed by Customer as further described in the Optimize Manual.
- 2.4 The provision of the Optimize Service Product will be subject to:
- 2.4.1 The terms of the Agreement;
- 2.4.2 The payment by Customer of the Charges due under the Agreement;
- 2.4.3 Applicable laws, PCI-DSS, Scheme Rules, operational and processing requirements; and
- 2.4.4 Customer obtaining the appropriate Cardholder consent for Capita to hold the Cardholder's Transaction Data to enable Customer to make decisions about a Cardholder's transaction.
- 2.5 In providing the Optimize Service, where Capita holds any Cardholder Transaction Data, it will do so in accordance with Capita's PCI-DSS accreditation, applicable laws and Scheme Rules and will not disclose the Cardholder's Transaction Data held for the Optimize Service Product to Customer.
- 2.6 Capita will use the applicable Customer-submitted data as part of the decision-making process within Optimize Evaluate as further described in the Optimize Manual.
- 2.7 Customer shall indemnify and keep indemnified Capita against all and or any claims made against Capita arising from holding Cardholder Transaction Data for the Optimize Service Product including but not limited to any claim by the Cardholder that:
- 2.7.1 Capita is not authorised to hold the Cardholder Transaction Data for the purpose of the Optimize Service Product;
- 2.7.2 Customer is not authorised by the Cardholder to process the Transaction;
- 2.7.3 Customer has rejected or declined Transactions using Optimize Evaluate in error;
- 2.7.4 Customer has accepted transactions using Optimize Evaluate in error; or
- 2.7.5 Customer is not authorised to access any third party data sources accessible via the Optimize Verify Product.
- 3. CUSTOMER OBLIGATIONS.**
- 3.1 In addition to Customer's obligations under the Agreement, with respect to the Optimize Service Product, Customer shall be responsible for:
- 3.1.1 Ensuring the Optimize Service Product is suitable for Customer's business requirements;
- 3.1.2 Managing access to the system and all Optimize service portals;
- 3.1.3 Managing and creating rules in accordance with the Optimize Manual;
- 3.1.4 Managing and creating of lists for Customer determined business objectives;

- 3.1.5 Ongoing monitoring of rules and effectiveness;
- 3.1.6 Ongoing monitoring of any deferred transactions within the system;
- 3.1.7 Integration to the Optimize Service Product via the Payment Services Platform API made available by Capita;
- 3.1.8 Integration to the Optimize Service Product via the API made available by Capita;
- 3.1.9 Maintaining third party contracts and payments directly with third party vendors when not contracted directly via Capita as expressly approved by Capita;
- 3.1.10 Management of its own policies to inform Cardholders of how their data is used;
- 3.1.11 Complying with any data laws, rules and regulations related to third party data source usage;
- 3.1.12 PCI reporting and audit's associated with Customer's own business;
- 3.1.13 Obtaining any Cardholder consents required in relation to the Optimize Service Product; and
- 3.1.14 Ensuring that its staff are properly trained around case investigation.

4. CHANGES.

- 4.1 In the event of a change in circumstances affecting the provision of the Optimize Service Products (including any legislative, regulatory or other change affecting the payment processing industry and/or any revised policies, guidelines or regulations issued by a Scheme direct to Customer or via the Acquirer or E-Money Issuer), Capita reserves the right at its option to make such alterations to the Optimize Service Products it deems reasonably necessary from time to time provided that such alterations do not have a material adverse effect on the functionality of the Optimize Service Products. Any alterations to the Optimize Service Products that are introduced pursuant to this Section 4.1 shall be made available on request or via updates to the manuals and release notes available on request and shall form part of the Agreement.

5. TESTING.

- 5.1 Customer shall undertake all necessary due diligence around any rules implemented ahead of implementing them.

6. DATA PROTECTION.

- 6.1 Details of the applicable processing activities for the Optimize Service Product (including categories of personal data and data subjects) are described in Annex 1 to these Product Terms.

ANNEX 1

PERSONAL DATA AND PROCESSING ACTIVITY (OPTIMIZE SERVICE)

| | |
|---|---|
| Subject matter of the processing | Fraud management for payment transactions |
| Duration of the processing | The nature of the transaction fraud assessment process is that it is transitory in relation to each transaction assessed but the underlying transaction data is retained to support the requirements of international card scheme chargeback processes. |
| Nature and purpose of the processing | The nature and purpose of the processing is to enable the payment transaction to be assessed by the appropriate organisation in order to determine the likelihood that it is fraudulent based on a set of rules that are determined by that organisation. |
| Type of personal data | The personal data is that required to support the payment transaction and other information that may be available in order to enable judgements to be made concerning the likelihood that the transaction is fraudulent. |
| Categories of data subjects | Customer's customers, including without limitation, individuals who wish to make payments for goods and services, or individuals or entities applying for Customer account verifications. |
| Obligations and rights of the Customer | As defined in the terms in this Agreement. |
| Plan for return and destruction of the data once the processing is complete | After the fraud assessment is complete and the results returned to the requesting organisation the personal data utilized to make the assessment, less any payment transaction data, will be deleted unless the data controller wishes it to be retained, in which case it will be retained for the duration of time as defined by the data controller. On termination the payment transaction data will be retained for the international card scheme regulations chargeback period. Data will be extracted and returned to the Controller in a secure manner (if requested by the data controller) or destroyed in an approved manner after the end of the contract as extended by the international card scheme regulations chargeback period. |

PAYMENT APPLICATION-SPECIFIC ADDITIONAL TERMS – Income Management Suite, including Income Management, Paye.net and Counter Receipting

These Payment Application-Specific Additional Terms contain additional terms that apply whenever Customer licenses the Income Management Product suite as indicated in the applicable Product Order. The terms and conditions that apply to the Income Management Product consist of the Master Terms, the Payment Services Platform Product Terms, the applicable Product Order, and these Payment Application-Specific Additional Terms. In some cases, additional or modified rights to those provided in these Payment Application-Specific Additional Terms will be included in a Product Order.

1. INCOME MANAGEMENT PRODUCT.

1.1 Subject to the terms of the Agreement, Capita will provide Customer with the Income Management Product for Customer to use in accordance with the Income Management Manual as the same is amended from time to time and published within the Product help link.

responsible for providing access to the hosted Income Management Product in accordance with the terms of the Agreement.

3.2 Notwithstanding anything to the contrary, Capita is not responsible or liable for:

3.2.1 Day-to-day operation of the functionality available within the Income Management Product

2. CUSTOMER OBLIGATIONS.

2.1 In addition to Customer's obligations under the Agreement, with respect to the Income Management Product, Customer shall be responsible for:

4. CHANGES.

4.1 From time-to-time Capita may introduce enhancements and fixes to the Income Management Product provided that such alterations do not have a material adverse effect on the existing functionality of the Income Management Product. Any alterations to the Income Management Product that are introduced pursuant to this Section 4.14.1 shall be made available on request or via updates to the manuals and release notes available on request and shall form part of the Agreement.

2.1.1 Ensuring the Income Management Product is suitable for Customer's business requirements; and

2.1.2 Managing access to the system; and

2.1.3 Ensuring that card data classed as sensitive under PCI DSS is not stored with the Product; and

2.1.4 Complying with any data laws, rules and regulations data source usage and Personal Information usage;

2.1.5 PCI reporting and audit's associated with Customer's own business; and

5. TESTING.

5.1 Customer shall undertake all necessary due diligence around any configuration changes made within the Income Management Product

3. CAPITA OBLIGATIONS.

3.1 In addition to Customer's obligations under the Agreement, with respect to the Income Management Product, Capita is

PAYMENT APPLICATION-SPECIFIC ADDITIONAL TERMS – Point-to-Point Encryption (P2PE)

These Payment Application-Specific Additional Terms contain additional terms that apply whenever Customer licenses the P2PE Product as indicated in the applicable Product Order. The terms and conditions that apply to the P2PE Product consist of the Master Terms, the Payment Services Platform Product Terms, the applicable Product Order, and these Payment Application-Specific Additional Terms. In some cases, additional or modified rights to those provided in these Payment Application-Specific Additional Terms will be included in a Product Order.

1. P2PE PRODUCT.

1.1 Subject to the terms of the Agreement, Capita will provide Customer with the P2PE Product for Customer to use in accordance with the P2PE Solution Description as the same is amended from time to time.

2. CUSTOMER OBLIGATIONS.

2.1 In addition to Customer's obligations under the Agreement, with respect to the P2PE Product, Customer shall be responsible for:

2.1.1 Ensuring the guidance included in the provided P2PE Instruction Manual (PIM) is followed.

3. CAPITA OBLIGATIONS.

3.1 In addition to Customer's obligations under the Agreement, with respect to the P2PE Product, Capita is responsible:

3.1.1 for providing access to the P2PE Product in accordance with the terms of the Agreement.

3.1.2 For providing the Customer with updated copies of the P2PE Instruction Manual (PIM).

3.2 Notwithstanding anything to the contrary, Capita is not responsible or liable for:

3.2.1 Day-to-day operation of the functionality available within the P2PE Product.

4. CHANGES.

4.1 From time-to-time Capita may introduce enhancements and fixes to the P2PE Product provided that such alterations do not have a material adverse effect on the existing functionality of the P2PE Product. Any alterations to the P2PE Product that are introduced pursuant to this Section 4.14.1 shall be made available on request or via updates to the manuals and release notes available on request and shall form part of the Agreement.

5. TESTING.

5.1 Customer shall undertake all necessary due diligence around any configuration changes made within the P2PE Product.

PAYMENT APPLICATION-SPECIFIC ADDITIONAL TERMS – Internet Payments

These Payment Application-Specific Additional Terms contain additional terms that apply whenever Customer licenses the Internet Payments Service as indicated in the applicable Product Order. The Internet Payments Service is a SaaS Product as defined in the Master Terms. The terms and conditions that apply to the Internet Payments Service consist of the Master Terms, the Payment Services Platform Product Terms, the applicable Product Order, and these Payment Application-Specific Additional Terms. In some cases, additional or modified rights to those provided in these Payment Application-Specific Additional Terms will be included in a Product Order.

1. INTERNET PAYMENTS SERVICE.

1.1 Subject to the terms of the Agreement, Capita will provide Internet access to the Internet Payments Service for the Customer's customers and/or Consumers to use to select and make payment for services and items.

on request and shall form part of the Agreement.

5. TESTING.

5.1 Customer shall undertake all necessary due diligence around testing of any configuration changes made by Capita to the Internet Payments Service, to ensure they meet the requirements agreed in the configuration documentation and instructions given by the Customer.

2. CUSTOMER OBLIGATIONS.

2.1 In addition to Customer's obligations under the Agreement, with respect to the Internet Payments Service, Customer shall be responsible for:

2.1.1 Ensuring the Internet Payments Service is suitable for Customer's business requirements.

3. CAPITA OBLIGATIONS.

3.1 In addition to Customer's obligations under the Agreement, with respect to the Internet Payments Service, Capita is responsible for providing access to the hosted Internet Payments Service in accordance with the terms of the Agreement.

4. CHANGES.

4.1 From time-to-time Capita may introduce enhancements and fixes to the Internet Payments Service provided that such alterations do not have a material adverse effect on the existing functionality of the Internet Payments Service. Any alterations to the Internet Payments Service that are introduced pursuant to this Section 4.1 shall be made available on request or via updates to the manuals and release notes available

PAYMENT APPLICATION-SPECIFIC ADDITIONAL TERMS – Configuration Management System

These Payment Application-Specific Additional Terms contain additional terms that apply whenever Customer licenses the Configuration Management System as indicated in the applicable Product Order. The Configuration Management System is a SaaS Product as defined in the Master Terms. The terms and conditions that apply to the Internet Payments Service consist of the Master Terms, the Payment Services Platform Product Terms, the applicable Product Order, and these Payment Application-Specific Additional Terms. In some cases, additional or modified rights to those provided in these Payment Application-Specific Additional Terms will be included in a Product Order.

1. CONFIGURATION MANAGEMENT SYSTEM.

1.1 Subject to the terms of the Agreement, Capita will provide Internet access to the Configuration Management System for the Customer, to enable configuration of the Internet Payments Service.

2. CUSTOMER OBLIGATIONS.

2.1 In addition to Customer's obligations under the Agreement, with respect to the Configuration Management System, Customer shall be responsible for:

2.1.1 Ensuring the Configuration Management System is suitable for Customer's business requirements; and

2.1.2 That Internet Payment Service configured using the Configuration Management System meets the Customer's requirement for collecting payments

3. CAPITA OBLIGATIONS.

3.1 In addition to Customer's obligations under the Agreement, with respect to the Configuration Management System, Capita is responsible for providing access to the hosted Configuration Management System in accordance with the terms of the Agreement.

4. CHANGES.

4.1 From time-to-time Capita may introduce enhancements and fixes to the

Configuration Management System provided that such alterations do not have a material adverse effect on the existing functionality of the Internet Payments Service. Any alterations to the Configuration Management System that are introduced pursuant to this Section 4.1 shall be made available on request or via updates to the manuals and release notes available on request and shall form part of the Agreement.

5. TESTING.

5.1 Customer shall undertake all necessary due diligence around testing of any configuration changes made by Capita to the Configuration Management System, to ensure they meet the requirements agreed in the configuration documentation and instructions given by the Customer.

PAYMENT APPLICATION-SPECIFIC ADDITIONAL TERMS – Touch Tone

These Payment Application-Specific Additional Terms contain additional terms that apply whenever Customer licenses the Touch Tone Service as indicated in the applicable Product Order. The Touch Tone Service is a SaaS Product as defined in the Master Terms. The terms and conditions that apply to the Touch Tone Service consist of the Master Terms, the Payment Services Platform Product Terms, the applicable Product Order, and these Payment Application-Specific Additional Terms. In some cases, additional or modified rights to those provided in these Payment Application-Specific Additional Terms will be included in a Product Order.

1. TOUCH TONE SERVICE.

1.1 Subject to the terms of the Agreement, Capita will provide access to the Touch Tone Service for the Customer's customers and/or Consumers to use to select and make payment for services and items.

2. CUSTOMER OBLIGATIONS.

2.1 In addition to Customer's obligations under the Agreement, with respect to the Touch Tone Service, Customer shall be responsible for:

2.1.1 Ensuring the Touch Tone Service is suitable for Customer's business requirements.

3. CAPITA OBLIGATIONS.

3.1 In addition to Customer's obligations under the Agreement, with respect to the Touch Tone Service, Capita is responsible for providing access to the hosted Touch Tone Service in accordance with the terms of the Agreement.

4. CHANGES.

4.1 From time-to-time Capita may introduce enhancements and fixes to the Touch Tone Service provided that such alterations do not have a material adverse effect on the existing functionality of the Touch Tone Service. Any alterations to the Touch Tone Service that are introduced pursuant to this Section 4.1 shall be made available on request or via updates to the manuals and release notes available on request and shall form part of the Agreement.

5. TESTING.

5.1 Customer shall undertake all necessary due diligence around testing of any configuration changes made by Capita to the Touch Tone Service, to ensure they meet the requirements agreed in the configuration documentation and instructions given by the Customer.

PAYMENT APPLICATION-SPECIFIC ADDITIONAL TERMS – sCloud

These Payment Application-Specific Additional Terms contain additional terms that apply whenever Customer licenses the sCloud Service as indicated in the applicable Product Order. The sCloud Service is a SaaS Product as defined in the Master Terms. The terms and conditions that apply to the sCloud Service consist of the Master Terms, the Payment Services Platform Product Terms, the applicable Product Order, and these Payment Application-Specific Additional Terms. In some cases, additional or modified rights to those provided in these Payment Application-Specific Additional Terms will be included in a Product Order.

1. S CLOUD SERVICE.

1.1.1 Infrastructure: The following Capita infrastructure is in place for the provision of the sCloud subscription services:

- (a) Database servers including the version of database required to operate the system;
- (b) Application servers including the version of operating system required to operate the system;
- (c) Web servers required for the deployment of solution;
- (d) The core site and required hardware for the infrastructure;
- (e) Disaster recover site and all links and associated hardware required to provide the service; and
- (f) Links for all telecommunications to ensure that the solution is accessible via a standard internet connection within the confines of the SLA.

1.1.2 Upgrades and Maintenance: Capita will install and maintain:

- (a) All operating system related patches required to keep the solution secure and maintain the application;
- (b) All database related patches required to maintain the solution and security;
- (c) All web server related patches required to maintain the solution and security;
- (d) All maintenance in relation to the disaster recover site;
- (e) Upgrades and patches of capita software installed on the environment; and
- (f) Upgrades to the environments will be scheduled in line with the SLA.

1.1.3 Capacity

- (a) At the time of contract an agreed maximum capacity will be outlined. If this capacity is increased, then price increases in line with the agreed banding will be applied.

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| <p>1.1.4 Licensing: The agreement covers the following licenses required to run the solution:</p> <ul style="list-style-type: none"> (a) Microsoft SQL server (b) Microsoft Windows Server (c) Capita Software (d) Business Objects runtimes (e) Five Citrix Licences - distributed; 3 to live and 2 to test. Additional licenses are available on request for an additional charge <p>1.1.5 The agreement does not cover:</p> <ul style="list-style-type: none"> (a) The Customer's own workstation requirements and licenses | <ul style="list-style-type: none"> (c) The Customer will provide Capita with all information, access, and full good faith cooperation reasonably necessary to enable Capita to deliver the Professional Services. <p>2.1.3 For the avoidance of doubt, this contract does not cover:</p> <ul style="list-style-type: none"> (a) Internal daily procedures related to your own applications configuration. (b) Any administration associated with the day to day running of your system (c) Links from the customer site to the Capita Hosted system (d) Access for your internal users to solution hosted on the Hosted system (e) Links to the internet from your own workstations required for some services. (f) Your own security compliance. <p>2.1.4 The Customer will provide Capita with all information, access, and full good faith cooperation reasonably necessary to enable Capita to deliver the Professional Services.</p> |
| <p>2. <u>CUSTOMER OBLIGATIONS.</u></p> | |
| <p>2.1 In addition to Customer's obligations under the Agreement, with respect to the SCloud Service, Customer shall be responsible for:</p> <p>2.1.1 Ensuring the SCloud Service is suitable for Customer's business requirements;</p> <p>2.1.2 The supply of the following:</p> <ul style="list-style-type: none"> (a) Adequate resource at point of upgrade for internal acceptance testing of the solution post any upgrade into the customer test environment. (b) This resource should be available for the duration of the agreed testing period and should provide immediate feedback on any issues found. | <p>3. <u>CAPITA OBLIGATIONS.</u></p> <p>3.1 In addition to Customer's obligations under the Agreement, with respect to the SCloud Service, Capita is responsible for providing access to the hosted SCloud Service in accordance with the terms of the Agreement.</p> |

4. CHANGES.

4.1 From time-to-time Capita may introduce enhancements and fixes to the SCloud Service provided that such alterations do not have a material adverse effect on the existing functionality of the SCloud Service. Any alterations to the SCloud Service that are introduced pursuant to this Section 4.1 shall be made available on request or via updates to the manuals and release notes available on request and shall form part of the Agreement.

5. TESTING.

5.1 Customer shall undertake all necessary due diligence around testing of any configuration changes made by Capita to the SCloud Service, to ensure they meet the requirements agreed in the configuration documentation and instructions given by the Customer.

PAYMENT APPLICATION-SPECIFIC ADDITIONAL TERMS - POST OFFICE AND PAYPOINT BILL PAYMENT SERVICE

These Payment Application-Specific Additional Terms contain additional terms that apply whenever Customer licenses the Post Office and PayPoint Bill Payment Service as indicated in the applicable Product Order. The terms and conditions that apply to the Post Office and PayPoint Bill Payment Service consist of the Master Terms, the Payment Services Platform Product Terms, the applicable Product Order, and these Payment Application-Specific Additional Terms. In some cases, additional or modified rights to those provided in these Payment Application-Specific Additional Terms will be included in a Product Order.

1. POST OFFICE AND PAYPOINT BILL PAYMENT SERVICE.

1.1 Subject to the terms of the Agreement, Capita will provide access to the Post Office and PayPoint Bill Payment Service for the Customer's customers and/or Consumers to use.

1.2 The following are the Services to be provided by Capita via PayPoint or Post Office as applicable:

1.2.1 Collecting payments from Customer's customers and/or Consumers using PayPoint.

(a) Capita/PayPoint as applicable will collect cash payments from Customer's customers and/or Consumers, subject to the minimum and maximum Transaction values of £5 and £200 respectively, who hand to an Agent a form of a Payment Media (being a bar-code, smartcard, magnetic swipe card and/or any other media forms which allow Customer's customers to make over the counter payments to the Customer), together with a payment medium. For the purposes of these Payment Application-Specific Additional Terms, an "Agent" means the

collection agents retained by PayPoint to interface with and collect payments on behalf of the Customer (via Capita) from Consumers or Customer's customers.

(b) The Agent will then be able to enter the amount to be paid and the terminal will capture the Customer reference details, register the cash payment and issue a legible Receipt in respect of the payment made by the Consumer or Customer's customer.

1.2.2 Settlement using PayPoint:

(a) Capita will pay to the Customer all payments collected from Consumers and Customer's customers by Agents in accordance with the banking arrangements provided by Capita.

1.2.3 For Post Office Services:

(a) On presentation by a Consumer or a customer of the Customer of a Barcoded Bill or Magnetic Swipecard together with a Payment, Capita shall provide the Services as follows:

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| (i) | The Post Office will scan the Barcoded Bill or swipe the Magnetic Swipecard via Post Office automated payments terminal and accept the Payment; | Customer and payable by a Consumer or a customer of the Customer and containing a barcode created in accordance with specifications agreed between the Capita and the Customer. This does not include any other means of bill issuing, including (without limitation) by internet or by SMS text message; a “Magnetic Swipecard” means a magnetic swipecard issued by a Customer to a Consumer or a customer of the Customer to use for Payments, and containing an account number and reference number, created in accordance with specifications agreed between the Capita and the Customer; a “Payment” means a payment made by a Consumer or a customer of the Customer at a Post Office® Branch in respect of the Customer’s services; “Standard IIN” means an issuer identification number owned by and registered to a Customer and which is used to identify Transaction data pertaining specifically to that Customer and excludes always any Generic IIN. |
| (ii) | The Post Office will issue the Consumer or Customer’s customer with a receipt which in the case of the Standard IIN contains the Customer Name and header and footer details as agreed between Capita and Customer; | |
| (iii) | make available to the Customer the data relating to the transactions, in the format determined by Capita; | |
| (iv) | remit the amount of the Payment to the Customer in accordance with the timescales set out by Capita to the Customer. | |

1.2.4 Acceptance of Payments

For the purposes of these Payment Application-Specific Additional Terms, a “Barcoded Bill” means a paper bill issued by the

- (a) Payments by Consumers or customers of Customer in cash, by debit card, by credit card, by pre-paid card and, solely in relation

to those Post Office® Branches which can accept cheques, by United Kingdom bank or building society cheque (payments by cheque to be made payable to Post Office) will be accepted.

Capita and Post Office for collection of Payments at Post Office® Branches, and therefore that Payment by a Magnetic Swipecard or of a Barcoded Bill will be accepted at any Post Office® Branch.

- (b) Cheques marked “refer to drawer please re-present” (or any equivalent term) will be re-presented by Post Office once for clearance within 5 Business Days of their return. If, on re-presentation, such cheques are returned unpaid, they shall be delivered to the Customer as soon as practicable. The value of such cheque will be deducted from the settlement due to the Customer.

2.1.3 Acceptance of these terms and conditions is also an acceptance of:

- (a) The PayPoint Collections Agreement and the Post Office® Processing Agreement, which are impliedly accepted upon use of PayPoint and Post Office Services. These are incorporated into this Agreement.
- (b) Transactions are settled net of all transaction charges. Post Office transactions are subject to annual inflationary increases in line with RPI.
- (c) Capita will charge an additional administrative cost per returned cheque.

2. CUSTOMER OBLIGATIONS.

2.1 In addition to Customer's obligations under the Agreement, with respect to the Post Office and PayPoint Bill Payment Service, Customer shall be responsible for:

- 2.1.1 Ensuring the Post Office and PayPoint Bill Payment Service is suitable for Customer’s business requirements.
- 2.1.2 For Post Office payments, the Customer shall:
 - (a) issue Barcoded Bills and Magnetic Swipecards as required;
 - (b) communicate to their Consumers or customers the fact that the Customer has an arrangement with

3. CAPITA OBLIGATIONS.

3.1 In addition to Customer's obligations under the Agreement, with respect to the Post Office and PayPoint Bill Payment Service, Capita is responsible for providing access to the hosted Post Office and PayPoint Bill Payment Service in accordance with the terms of the Agreement.

4. CHANGES.

4.1 From time-to-time Capita may introduce enhancements and fixes to the Post Office and PayPoint Bill Payment Service provided that such alterations do not have a material adverse effect on the existing functionality

of the Post Office and PayPoint Bill Payment Service. Any alterations to the Post Office and PayPoint Bill Payment Service that are introduced pursuant to this Section 4.1 shall be made available on request or via updates to the manuals and release notes available on request and shall form part of the Agreement.

5. TESTING.

- 5.1 Customer shall undertake all necessary due diligence around testing of any configuration changes made by Capita to the Post Office and PayPoint Bill Payment Service, to ensure they meet the requirements agreed in the configuration documentation and instructions given by the Customer.