

## Product Terms – Pay360 Education Payments

These Product Terms apply whenever Customer licenses the Pay360 Education Payments Service as indicated in the applicable Product Order. These Product Terms are incorporated into the Product Order and, together with the Master Terms, the Payment Terms and the Professional Services Terms (if applicable), form part of the Agreement between Capita and Customer. In some cases, additional or modified rights to those provided in these Product Terms will be included in a Product Order.

### 1. OVERVIEW OF PAY360 EDUCATION PAYMENTS

This Section 1.0 provides an overview of the key features and functionality of Pay360 Education Payments:

The Pay360 Education Payments online payments service is the provision of a web-based payment portal that integrates with a school's SIMS system, providing the ability to collect payments for school meals and the sale of school items.

The Pay360 Education Payments Service provides an integrated payment portal that is certified by Visa and MasterCard as a Payment Card Industry Data Security Standard (PCI DSS) Level 1 payment processor.

### 2. PAY360 EDUCATION PAYMENTS SERVICE

2.1 The Pay360 Education Payments service provision is detailed within the Documentation and applicable support charter (a copy of which is available upon request), including availability of the service and helpdesk support arrangements. Pay360 Education Payments provides the following scope of service:

- 2.1.1 Subject to scheduled and emergency maintenance periods, a hosted payment portal service 24 hours a day 7 days a week in accordance with the applicable support charter.
- 2.1.2 Provides the required data provisioning process from the Customer's SIMS system to the Pay360 Education Payments system.
- 2.1.3 Provides a payment portal that is certified as PCI Level 1 security compliant.
- 2.1.4 Provides the automatic integration and scheduled synchronisation with the school's designated SIMS system for the purpose of populating the Pay360 Education Payments portal with the required pupil/student information to

enable the successful account setup for the associated parental contacts.

- 2.1.5 The ability to generate account activation references for parental contacts from Pay360 Education Payments that will be used to provide access to bill-payers.

- 2.1.6 The ability to allow bill-payers that have activated their Pay360 Education Payments accounts to pay online using the following credit/debit cards: Visa, Visa Debit, Visa Electron, Maestro and Mastercard. Diners Card or American Express are not accepted through the Pay360 Education Payments payment portal.

- 2.1.7 The ability for the school to use Pay360 Education Payments for the specific collection of payments or the sale of school related items within the following categories:

- Events
- Exams and Lessons
- Fees and subscriptions
- School Clubs
- School Meals
- Stationery
- School Transport
- School Trips
- School Uniform

- 2.1.8 Where a Direct Debit Guarantee form has been returned allowing this functionality to be enabled, the ability for the school to refund all or a partial amount to the bill-payers card used in the original purchase for products in the following categories:

- Events
- Exams and Lessons
- Fees and subscriptions
- School Clubs
- Stationery
- School Transport
- School Trips
- School Uniform

2.1.12 Where a Direct Debit Guarantee form has been returned allowing this functionality to be enabled, the ability for:

- bill-payers to merge multiple children accounts within the same school into one single Pay360 Education Payments Account.
- bill-payers to view statements of payment history and transactions made through Pay360 Education Payments by date.
- school administrators to view on-screen and output to CSV file format specific reports within the Pay360 Education Payments system as a minimum for:
  - Payments Received
  - BACS Transfers (Payments to the nominated bank accounts)
  - School Meal Balances
  - Product Sales
  - Refunds

2.2 The following is not in the scope of Pay360 Education Payments services:

- 2.2.1 There will be no provision of direct support, training or any communication with any bill-payer or other non-school or local authority contact.
  - 2.2.2 No connectivity will be provided or integration from or to the Pay360 Education Payments portal for any external non-Capita third party system(s) or organisations without written agreement between both parties.
- 2.3 Where applicable, Capita shall make available to the Customer the Pay360 Education Payments Service and the Documentation for onward distribution at the Location. "Location" means a site of the Customer at which the Equipment and software for Pay360 Education Payments Payment Service will reside, if applicable.

### 3. ANTI MONEY LAUNDERING

3.1 For the Customer to receive payment for funds processed via Pay360 Education Payments, Capita requires the Customer to provide the following documentation:

- a) The Head Teacher's name on a school letterhead and,
- b) A copy of a bank statement for each account(s) to which it requires Capita to pay money into. The bank statement(s)

should not be more than 3 months old, showing date, account name, address, sort code and account number.

This documentation is required in order to satisfy Anti Money Laundering regulations enforced by the Financial Conduct Authority.

3.2 Capita will not pay out any funds until clear and legible copies of the requested documents under Section 2.1 have been received and verified. These documents will only be used to validate the Customer's school and to safeguard its money. Customer may redact any transactional information from its bank statements.

### 4. MINIMUM TECHNICAL REQUIREMENTS

4.1 The minimum technical requirements (pre-requisites) for schools and end users (parents/guardians) for the Pay360 Education Payments service provision are detailed within the Documentation, which is available on 'My Account' or on request.

4.2 The annual subscription provided by Capita to the Customer shall consist of the following:

- i. Access to the Capita-SIMS support desk as detailed within the Customer Charter located on MyAccount: <https://myaccount.capita-cs.co.uk/Search/DownloadDocument?s=RESOURC EID-1-5645#>
- ii. Data Fixing. Where SIMS accesses or receives data for correction, SIMS will endeavour to correct data, but cannot guarantee to do so, nor have any responsibility for use of corrected data. There is an additional charge for this service.
- iii. Software Update Service. Maintenance Releases will be provided to the Customer at no extra charge under this agreement as soon as possible after the relevant version is available for release. "Maintenance Release" means any update, release, patch or other adaption or modification of the Product, including any updated Documentation, that Capita may provide to Customer from time to time as part of the Support Services during the Agreement term.
- iv. Access to additional SIMS training courses at Capita training establishments (subject to availability) at Capita's' then current rates.

### 5. PROFESSIONAL SERVICES

5.1 The following Professional Services will apply to Pay360 Education Payments:

5.1.1 **Pay360 Education Payments Remote Setup**, to include, Technical installation, Configuration, Data provisioning.

5.1.2 **Pay360 Education Payments School Administrator Training** – Onsite, 1 day. This onsite course is designed to assist with standard tasks and covers the setting up of school bank accounts, configuration of products and activating parent and carer accounts. The Customer must complete the applicable pro forma provided by Capita in order to identify the products that they would like to be set up on the afternoon of the consultancy. This day does not cover the linking of FMS to Pay360 Education Payments.

5.1.3 **Linking FMS to Pay360 Education Payments - Remote**, 1 to 1, 90 mins. This session sets up the Customer's FMS and Pay360 Education Payments so that the systems interface correctly with each other. This clause 5.1.3 details pre-requisites that must be carried out by the Customer in advance of the remote session taking place. These actions must be carried out on the same physical machine that hosts the SIMS databases.

The following conditions must be met for successful completion of this process:

- The .NET Framework 4.5.25 must be installed. When installing SIMS Services Manager, .NET Framework 4.5.25 will be installed. Alternatively, this can be downloaded (<http://www.microsoft.com/en-us/download/details.aspx?id=42643>).
- Run the FMS Package Licence patch (19527) on the SIMS database (obtained from your support provider)
- The Customer must have Internet Explorer 9 or later installed.
- The Customer's SIMS system must be upgraded to the latest release.
- The installations must be run using DBUpgrade and as SA.
- The Customer must have the Capita Cloud Client certificate and certificate password.
- The Customer must be a level 5 user of the FMS Database.
- Complete the bank account details in Pay360 Education Payments.

- Run the FMS/Pay360 Education Payments licence key (18962) on the FMS database using DBUpgrade (obtained from your support provider)

The following steps will also be undertaken during this process:

1. Upgrade SIMS to the latest release, if required
2. Run the FMS Package Licence patch (19527) on the SIMS database
3. Complete the bank account details in Pay360 Education Payments
4. Run the FMS/Pay360 Education Payments licence key (18962) on the FMS database using DBUpgrade

It is the Customer's responsibility to ensure the above pre-requisites are completed prior to the remote session being carried out. If the pre-requisites have not been completed by the time scheduled session is delivered, the Customer will be liable for a cancellation charge.

Where the Customer has declined the Capita Pay360 Education Payments Remote Setup service and has indicated this will be purchased from an alternative provider, the Customer will be responsible for ensuring the technical installation, configuration and data provisioning are completed effectively. Capita will not be liable for any issues which may arise, nor will they offer support relating to these processes or services

5.1.4 **Overview of Pay360 Education Payments - Remote**, 1 to 1, 2 hours

To gain an overview of Pay360 Education Payments using a demo system, a consultant will demonstrate the Admin and Parent View including Messages, Reporting, and security.

5.1.5 Capita will contact the Customer to schedule dates for the delivery of the above Professional Services.

All of the charges for the above Professional Services are invoiced on receipt of order. Invoices are due for settlement within 30 days of the invoice date.

The above installation/technical/consultancy days are valid for a maximum of 12 months from receipt of order.

## **6. CUSTOMER RESPONSIBILITIES**

6.1 The Customer accepts responsibility for the selection of the Pay360 Education Payments Service to achieve its intended results.

6.2 The Customer shall ensure that Pay360 Education Payments is solely used on equipment approved by Capita.

6.3 The Customer shall ensure that staff and governors at authorised schools are aware of the terms of this Agreement. For the avoidance of doubt; the distribution thereof does not relieve the Customer of its responsibilities and obligations under this Agreement.

6.4 The Customer shall appoint a co-ordinator as the main point of contact within the Customer to liaise with Capita on all operational matters, and one or more deputy contacts, the name of such co-ordinator and contacts shall be set out in the Product Order.

6.5 The Customer shall:

- a) ensure that the Pay360 Education Payments Service and copies of the Documentation are distributed to each Location where applicable
- b) provide installation and/or set-up instructions reasonably required by each Location.

6.6 The Customer shall appoint a co-ordinator within the Customer's finance department to liaise with Capita on all matters relating to the payment of invoices. The Customer shall, within 30 days from the Agreement Effective Date, inform Capita of the co-ordinators' names and contact details and the address to which invoices should be directed and shall keep Capita regularly updated with any changes to these details.

6.7 The Customer shall ensure that it provides and maintains its Equipment. "Equipment" means the PC(s) and/or network file servers, together with the operating system software appropriate for the Pay360 Education Payments Service software, owned or under the control of the Customer upon which Pay360 Education Payments Payment Service software are to reside at the Location(s).

6.8 It is the Customer's responsibility to ensure that Equipment is suitable for the Pay360 Education Payments Service which is to be accessed from it, and for ensuring that Equipment and any relevant cabling and connections are fully operational and in

working order, and that memory and disk capacity are sufficient to allow successful operation of the Pay360 Education Payments Service. It is the Customer's responsibility to ensure that all other software, firmware and hardware components of the system used by the Customer in conjunction with the Services meet the BSI definition on year 2000 conformity requirements.

6.9 The Customer shall:

6.9.1. Authorise Capita to store the data required to run the payment portal within an EU located Microsoft Azure data centre and accept the terms of use of that service;

6.9.2. at all times comply with the Pay360 Education Payments portal's privacy policy;

6.9.3. ensure that all Cardholder details are kept safe and secure, and shall:

6.9.3.1 not share Cardholder details with any party not explicitly authorised by Capita; and

6.9.3.2 not share account details with any party not explicitly authorised by Capita;

6.9.4. withdraw the account details from any user acting in a malicious manner or users no longer authorised to access the Pay360 Education Payments Service;

6.9.5. be responsible for provisioning their payment portal using the SIMS software and the store administration functionality in the Pay360 Education Payments web site or are to purchase extra services from Capita for this purpose;

6.9.6 be responsible for any necessary installations and Equipment on its systems and ensuring that a suitable Internet connection is in place between the Customer sites involved and the provisioned services, including Pay360 Education Payments;

6.9.7 be responsible for all payment portal content, files and resources;

6.9.8. acknowledge that Capita can hold no responsibility and will not support users accessing the Pay360 Education Payments Service if the issue is related to the Customer or user's equipment;

6.9.9. acknowledge that Capita's only responsibility to supporting bill payers, parents and students accessing the Pay360 Education Payments Service is via the training resources available on the Pay360 Education Payments portal website;

6.9.10. request that user devices are e-safe and appropriate for accessing the Pay360 Education Payments portal and the Customer's resources where:

- 6.9.10.1 user devices should be capable of running Microsoft Internet Explorer 7+ or compatible browser;
- 6.9.10.2. user devices should be able to access the Pay360 Education Payments portal using Secure HTTP and have appropriate connectivity for the tasks expected to be performed;
- 6.9.11. ensure that the SIMS servers remain compatible with the SIMS hardware specification at all times, or as instructed by Capita;
- 6.9.12. be responsible for the connection between the equipment and the Internet backbone, including by ensuring that sufficient connectivity is available to prevent any impact on the Customer's and user's normal operation;
- 6.9.13. be responsible for the security and safe-keeping of the client certificates used to access the provided services.
- 6.9.14. ensure that the content of any data, files, upload or other site content: (a) do not contain any material that is illegal, obscene, pornographic, defamatory, blasphemous, libelous, or indecent, (b) does not infringe third party rights, and (c) does not breach copyright or any other relevant legislation, statute or regulation;
- 6.9.15. be responsible for ensuring that any proxy servers, network infrastructure or other devices are appropriately configured to allow users and Customer's Equipment to access the Pay360 Education Payments portal;
- 6.9.16. be responsible for provisioning users within the Pay360 Education Payments portal as instructed by Capita prior to service commencement;
- 6.9.17. ensure all users have received appropriate training to use the Pay360 Education Payments payment portal;
- 6.9.18. not divulge sensitive data to any third party or Capita that is not explicitly required by the payment portal and agreed in writing;
- 6.9.19. not leave any user equipment logged into the Pay360 Education Payments portal unattended at any time;
- 6.9.20. not use the Pay360 Education Payments portal in a manner that may harm or impair any other party's use of it;
- 6.9.21. not use the Pay360 Education Payments portal in an attempt to gain unauthorised access to any service, network, account or data by any means;
- 6.9.22. be responsible for updating SIMS and all related processes (such as SIMS back-up). For the avoidance of doubt, under this Agreement Capita is not responsible for applying updates to SIMS from SOLUS or any related tasks;
- 6.9.23. Be responsible for managing and maintaining the nominated Customer bank account for all Proceeds at all times. Failure to inform Capita of any changes to these accounts may result in funds not being paid until these changes are notified;
- 6.9.24. where the refund to card functionality is enabled, ensure that the nominated bank account for all deductions must be managed and maintained at all times. The purpose of the account is for the deduction and management of refunds which due to their nature could be of a value exceeding the current period of Proceeds being processed. Failure to provide or manage this may result in the service being suspended or terminated;
- 6.9.25. Only use the Pay360 Education Payments Service in conjunction with such SIMS products or other 3rd party provided products which are approved by Capita as being compatible with the Pay360 Education Payments Service from time to time; and
- 6.9.26. acknowledge that in the event of Chargebacks Capita reserves the right to claim this amount back from the Customer in accordance with the Payment Terms.

**ANNEX  
PERSONAL DATA AND DATA PROCESSING ACTIVITY**

**1. PROCESSING ACTIVITIES**

Subject Matter	<ul style="list-style-type: none"> <li>• Processing Customer Personal Data relating to support for Payments using Pay360 Education Payments</li> <li>• Conversion, implementation and offboarding for Pay360 Education Payments</li> <li>• Hosting</li> <li>• DevOps</li> <li>• Processing Payments using Pay360 Education Payments</li> </ul>
Duration of the processing activity	<p>Information relating to support incidents is to be held within ServiceNow for 6 years + current. This does not include screenshots or data files.</p> <p>For conversion, implementation and offboarding Customer data files will be destroyed within (as appropriate):</p> <ul style="list-style-type: none"> <li>• 180 days of the Customer go-live for data conversion work.</li> <li>• 180 days of the agreement end date for offboarding work.</li> </ul> <p>This is to allow for both school holidays and issues where corrections may be required.</p> <p>Other Customer data will be deleted within a maximum of 60 days after termination of a contract. During the first 28 days of this period customers can request a copy of their data.</p>
Nature and purpose of the processing activity	<ul style="list-style-type: none"> <li>• Collection, use and storage of customer contact data relating to support incidents and queries.</li> <li>• Storage of customer data for conversion, implementation or offboarding purposes.</li> </ul>

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	<ul style="list-style-type: none"> <li>• Storage of customer data required for the provision of the service and any hosted associated backup/data recovery processes.</li> <li>• To support the processing of payment transactions to meet our legal obligations required by contracts.</li> <li>• For DevOps: review and implementation of the storage structures, indexing and partitioning to review live performance processes and archiving policies. This review may involve 3rd Parties. Customer data will be indexed, potentially moved between partitioning tables and storage locations.</li> </ul>
<p>Type of personal data processed</p>	<ul style="list-style-type: none"> <li>• Any personal data required to authorise a payment transaction.</li> <li>• Personal data required to provide customer support, including: Name and position, telephone and email details.</li> </ul> <p>For conversion, implementation and offboarding, and hosting may include but not limited to:</p> <ul style="list-style-type: none"> <li>• Staff: Employment Start and Date, Forename, surname, date of birth (hashed) and e-mail</li> <li>• Student: Balances, Free School Meal Eligibility, Dietary Needs, Forename, surname, date of birth (hashed), enrolment status, group associations and FSM eligibility</li> <li>• Applicant: Forename, Surname, Date of Birth</li> <li>• Payer / Transactions: Pay360 Token, last four digits of credit card number, card holder name and address</li> <li>• Contacts: Forename, surname, date of birth (hashed), address, e-mail</li> </ul> <p>For DevOps, may include but not limited to:</p> <ul style="list-style-type: none"> <li>• Name, address, telephone and email details</li> <li>• Contacts, agents and agencies</li> </ul>
<p>Categories of data subjects</p>	<ul style="list-style-type: none"> <li>• Citizens who wish to make payments for good and services</li> <li>• Customer Staff</li> <li>• Customer Agents</li> </ul>

	<ul style="list-style-type: none"><li>• Students</li><li>• Applicants</li></ul>
Obligations and rights of the Customer	Are described in the Agreement

2. **APPROVED SUB-PROCESSORS**

Microsoft Azure – For hosting.