

PAY360 Limited: Merchant Payment Terms and Conditions

GENERAL

For the purpose of using the Payment Services (as defined below) provided by Pay360 Limited, a company incorporated in England and Wales with company number 03539217 (defined as ‘Capita’ as per the Master Terms), Customer agrees to be bound by the Master Terms (UK) (the “**Master Terms**”), the product order (the “**Product Order**”), these additional merchant payment terms and conditions (the “**Payment Terms**”) and any additional terms specific to “**Services**” (as defined in the Master Terms) that Customer uses (the “**Additional Terms**”).

Customer agrees that Customer has provided accurate, true and complete information on opening a Pay360 Account with Capita and complied in all respects of Capita’s Digital Portal Onboarding requirements.

All defined terms are defined herein.

1. **DEFINITIONS AND INTERPRETATION**

“**Acquirer**” means First Data Europe Limited, Janus House, Endeavour Drive, Basildon, Essex, SS14 3WF England;

“**Acquirer Agreement**” means the agreement between Acquirer and Capita under which Acquirer provides merchant acquiring services and payment processing facilities to Capita;

“**Applicable Laws**” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code of the United Kingdom and the European Union and any other laws applicable in the context of these Payment Terms, including but not limited to the Money Laundering Regulations, rules, regulations and other requirements made or imposed by the UK’s Financial Conduct Authority, GDPR, the Consumer Credit Act 1974 and any anti-bribery law, together with all subordinated regulations;

“**Authorisation**” means the process of referring a Transaction to the Authorisation Centre for approval for the Transaction to go ahead and to verify that, at the time of the Transaction, there is available credit on the relevant Card and that the Card has not been reported lost or stolen and “**Authorised**”, “**Authorising**” and the issuance of an “**Authorisation Code**” shall be construed accordingly;

“**Authorisation Centre**” means Acquirers credit card centre or, where such centre is inoperable or not accessible to Capita, such other call centre where manual requests for Authorisations are handled as Capita may from time to time establish and notify to Customer;

“**Balance**” means the funds in Customer’s Pay360 Account;

“**Business Day**” means a day (other than a Saturday, Sunday or British bank holiday) when the banks in London are open for business;

“**Capita Support**” means the point of contact for Customers who require support or have any complaints or disputes;

“**Cards**” means credit or debit cards bearing the trademarks of MasterCard International Inc. (‘MasterCard’) and Visa Inc. (‘Visa’) or any other applicable card network as approved by Acquirer (collectively, the “**Networks**”);

“**Card Not Present Transactions**” means an order for services where the Card or the Cardholder is not physically present at Capita’s premises at the time of the Transaction, and includes Electronic Commerce Transactions;

“**Cardholder**” means an individual, company, firm or other body to whom a Card has been issued at any time and who is authorised to use that Card;

“**Cardholder’s Account**” means an account in the name of the Cardholder, as identified in the Card Number which may be debited or credited by the Issuer in respect of Transactions;

“**Cardholder’s Information**” means any information relating to a Cardholder including any Card Number and other personal data;

“**Card Number**” means the number displayed on a Card identifying the Cardholder’s Account;

“**Chargeback**” means a demand by an Issuer or a Network to be repaid a sum of money by Acquirer in respect of a Transaction which has been previously subject to Settlement and for which

Capita has been paid by the relevant Network, and **“Chargebacks”** will be interpreted accordingly;

**“Control”** means the ability to control directly or indirectly the power to direct or cause the direction of the management and policies of another person, whether through the ownership of voting shares, by contract or otherwise and **“Controls”** and **“Controlled”** will be interpreted accordingly;

**“Customer”** means the entity specified as the Customer in the Product Order and which has agreed to receive Payment Services from Capita;

**“Data Protection Laws”** means any applicable law relating to the processing, privacy, and use of personal data including (i) the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, SI 2003/2426, and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive) or Directive 2002/58/EC (ePrivacy Directive); (ii) the GDPR, and/or any corresponding or equivalent national laws or regulations; and (iii) any judicial or administrative interpretation of any of the above, any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority or regulator having jurisdiction over Customer;

**“Digital Portal”** means the Pay360 portal, accessed via secure login, through which Customer may access and maintain information pertaining to their Pay360 Account;

**“Digital Portal Onboarding”** means the process by which information is requested by Capita and submitted by Customer, or an agreed agent of Customer, during the process of applying for payment services from Capita;

**“Electronic Commerce Transactions”** means a non-face-to-face on-line Transaction using electronic media in which Card details are transmitted by a Cardholder to Customer via the internet, the extranet or any other public or private network;

**“Fees”** means Capita’s fees set out in the Product Order for use of the Payment Services;

**“GDPR”** means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;

**“Issuer”** means an organisation authorised by a Network to issue Cards and whose name appears on the Card as the issuer of such Card or who enters into a contractual relationship with the Cardholder for the use of the Card;

**“Losses”** means any and all claims, damages, demands, losses, costs, Chargebacks, fines, penalties, liabilities and expenses (including reasonable legal fees and expenses) of an entity;

**“Maximum Amount”** means the maximum amount in annual sales of Customer (including the annual sales of any related entities) which is permitted by the Networks (currently the pound sterling equivalent of USD1,000,000 for both MasterCard and Visa), as amended from time to time;

**“Money Laundering Regulations”** means Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017;

**“Networks”** see Cards definition;

**“Network Rules”** means all applicable bylaws, rules and regulations set forth by the Networks, as amended from time to time;

**“Nominated Bank Account”** means the sterling bank account which Customer has advised Capita is to be debited and credited with funds due to Capita.

**“OFAC”** means the Office of Foreign Assets Control of the United States Department of the Treasury;

**“Pay360 Account”** means Customer’s account held by Capita for the purpose of holding the Proceeds;

**“Payment Facilitator Relationship Program Standards”** means the Payment Facilitator Relationship Program Standards issued and varied by Acquirer from time to time setting out the detailed procedures and operating instructions Customer must follow in connection with accepting and processing Transactions and its other obligations under these Payment Terms;

**“Payment Services”** has the same meaning as in Section 2.3;

**“PED”** see Terminal definition;

**“Policies”** means Capita’s internal policies including Capita’s AML policy;

**“Prescribed Person(s)”** means any persons, countries and/or organisations prescribed by OFAC

regulations and United Nations Sanctions, European Union Sanctions Lists and other applicable country financial sanctions from time to time;

**“Proceeds”** means sums from each Transaction that Capita receives from the Acquirer from which Capita is entitled to defer, withhold or deduct pursuant to these Payment Terms before passing on any amounts due to Customer;

**“Product Order”** means the order, in the form prescribed by Capita, submitted by Customer for Payment Services and accepted by Capita and which incorporates these Payment Terms, the Master Terms, and, if applicable, any Additional Terms;

**“Prohibited Customer”** has the same meaning as in the Payment Facilitator Relationship Program Standards;

**“Refund(s)(ed)”** means where Customer agrees to make a refund to the Cardholder's Card of the whole or part of any sum authorised by a Cardholder to be debited to their Cardholder's Account;

**“Settlement”** means the payment of amounts to be reimbursed by Acquirer to Capita or by Capita to Acquirer;

**“Third Party”** means any person or entity which is not a party to this Agreement including as "Third Parties" any group members, contractors and sub-contractors, but does not include Capita;

**“Term”** has the same meaning as in Section 28.2;

**“Terminal”** means an electronic device approved by Acquirer and used to capture Card details, for obtaining Authorisations and submitting Transactions to a Transaction acquirer; the term also includes any PIN entry device (**“PED”**) if it is a separate device;

**“Territory”** means the following countries: England, Scotland, Wales, Northern Ireland and any other territories agreed by the parties;

**“Transaction”** means an act between the Cardholder and Customer regarding the purchase or return of goods and/or services where the Cardholder uses its Card to pay for goods and/or services that results in the generation of a Transaction Record for the provision of goods and/or services and/or Refunds but which, for the avoidance of doubt, does not include any transactions between a Cardholder and Capita;

**“Transaction Data”** means all data relating to Transactions; and

**“Transaction Record”** means the particulars of a Transaction required from Customer by Capita in order to process a Transaction.

## 2. CAPITA'S ROLE

2.1 Pay360 Limited (a group company of Capita) is authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 (registered reference number 835764) for the provision of payment services. Details of Capita's authorisation licence are available on the financial services register ([https://register.fca.org.uk/ShPo\\_FirmDetailsPage?id=0010X00004P1hveQAB](https://register.fca.org.uk/ShPo_FirmDetailsPage?id=0010X00004P1hveQAB)).

2.2 The address of Capita's registered office is 30 Berners Street, London, England, W1T 3LR. If Customer has any questions about the Payment Services that Capita provides Customer, Customer can contact Capita Support via the Customer support desk on telephone number: 0333 313 7161.

2.3 Capita provides merchant acquiring and payment facilitator services that allow Customer to accept Cards from Cardholders for the payment of goods and services, as well as other forms of payment where indicated in a Product Order (together, the **“Payment Services”**).

2.4 Customer's Pay360 Account is not a payment account and may not be used by Customer to instruct payment transactions other than as is provided for by these Payment Terms in relation to Customer's receipt of Proceeds or processing Chargebacks or Refunds connected to payments originally processed under the Payment Services.

2.5 In order for Capita to provide the Payment Services to Customer, Capita has obligations and must enter into agreements with Networks, processors and Acquirer, or any other acquirer with respect to which Capita may notify Customer from time to time.

- 2.6 If Customer wishes to address any questions or concerns directly to Acquirer, Customer may do so in writing to First Data Europe Limited, Janus House, Endeavour Drive, Basildon, Essex, SS14 3WF England.
3. **CUSTOMER'S AUTHORISATIONS**
- 3.1 In connection with the Payment Services, Customer authorises Capita to hold, receive and disburse Proceeds to Customer on Customer's behalf.
- 3.2 Customer permits Capita to generate an electronic funds transfer to settle the Proceeds relating to each Transaction that Customer authorises, less any applicable Fees, (as listed in the Product Order).
- 3.3 Customer's authorisations will remain in full force and effect until Customer's Pay360 Account is closed or terminated. Capita's receipt of Transaction funds satisfies Cardholder's obligations to make payment to Customer.
- 3.4 Customer authorises Capita to remit to Customer Proceeds actually received by Capita on Customer's behalf, less any Fees, subject to any Chargeback applied or other deduction or delays permitted pursuant to these Payment Terms, in accordance with Capita's payment terms set-out in Section 14.
- 3.5 Capita will not be liable for any delays in receipt of funds or errors in debit and credit entries caused by third parties, including, but not limited to, any Network or Customer's financial institution.
- 3.6 Customer must seek Authorisation from the Authorisation Centre at the time of, or prior to, accepting each Transaction by following the procedures set out in these Payment Terms.
- 3.7 If Authorisation is granted, Customer must (where relevant) record on the Transaction Record the code number allocated to the Authorisation. If the Transaction so authorised is not concluded immediately, Customer must immediately contact the Authorisation Centre to cancel the Authorisation.
- 3.8 If Authorisation is refused the Transaction must not proceed and Customer must not seek Authorisation (for a Transaction on behalf of the same Cardholder) for any different amount. Customer is responsible for actions related to:
- 3.8.1 failure by Customer to obtain an Authorisation Code;
- 3.8.2 submitting a Transaction after receiving a decline (even if a subsequent Authorisation attempt results in an Authorisation Code); or
- 3.8.3 Customer attempting to submit multiple/partial transactions or multiple Authorisations and Transactions.
4. **CAPITA'S FEES**
- 4.1 Customer agrees to pay the applicable Fees listed in the Product Order for the use of the Payment Services. All Fees are shown exclusive of any value added tax ('VAT') and Capita reserves the right to charge VAT should there be a change in tax law or in the approach of the relevant tax authorities. All Fees are to be paid by Customer within 14 days of the date of receipt of the invoice relating to them.
- 4.2 Customer agrees that all Fees are charged when a Transaction is processed and are deducted first from the transferred or collected funds from each Transaction and thereafter from the Balance.
- 4.3 Capita reserves the right to change the Fees upon one month's advance notice. Customer will be deemed to have accepted the changes unless Customer notifies Capita to the contrary before the changes come into force. Capita reserves the right to change the Fees immediately in the event the change is required due to

- the requirements of the Acquirer or other third party outside Capita’s control.
- 4.4 Customer has the right to terminate this Agreement immediately and without charge before the proposed date of entry into force of the revised Fees.
- 4.5 All Fees to be collected or paid in respect of the Payment Services are denominated in pounds sterling.
- 4.6 Customer confirms that Capita does not need to set out in these Payment Terms individually specified information about the different Network and Card issuer fees that would otherwise apply.
- 4.7 Capita acting reasonably and in its absolute discretion, reserves the right to charge the Customer an administration fee in the event of an abnormally large increase in Chargebacks or Refunds being made in respect of Transactions processed by the Customer.
- 4.8 When requested by Capita, Customer shall execute any direct debit mandates in favour of Capita in relation to amounts to be debited from the Nominated Bank Account.
5. **MERCHANT SCREENING PROCEDURE WARRANTIES**
- 5.1 Before entering into this Agreement Capita will carry out Capita’s merchant screening procedures in order to verify that Customer is a bona fide business. Customer warrants that:
- 5.1.1 it is a bona fide business, and is engaged in the business for which Customer has been recruited, and that Customer’s website relating to Customer’s business, is legitimate;
- 5.1.2 it has sufficient safeguards in place to protect the Cardholder and Transaction information (which the Network Rules permit to be captured) from unauthorised disclosure or use;
- 5.1.3 it complies with all Applicable Laws;
- 5.1.4 it is licensed and/or registered (if applicable);
- 5.1.5 each Transaction submitted by Customer will reflect bona fide business between Customer and Cardholder;
- 5.1.6 Customer is not a Prohibited Customer as notified by Capita to Customer in writing from time to time;
- 5.1.7 it does not, and will not, have annual sales (which includes the sales of all related entities) which exceed the Maximum Amount; and
- 5.1.8 it is located within the Territory.
6. **CAPITA’S DUE DILIGENCE OBLIGATIONS**
- 6.1 In determining whether Customer is a bona fide business, Capita is required to verify, as a minimum, that all of the following have been completed satisfactorily:
- 6.1.1 a credit check, appropriate background investigations, reference checks of Customer and Customer’s relevant personnel and that Customer has provided the relevant bank account details to Capita. If the credit check raises questions or does not provide sufficient information, Capita may conduct a credit check of:
- a. the owner, if Customer is a sole proprietor; or
- b. the partners, if Customer is a partnership; or
- c. the principal shareholders, if

	Customer is a corporation;	6.4	Customer permits Capita to share information about Customer, Customer’s application (including whether Customer is approved or declined) and Customer’s Pay360 Account, Customer’s bank or other financial institution or as otherwise specified in Capita’s Privacy Policy.
d.	inspection of Customer’s premises or Websites and records to ensure that Customer has the proper facilities, equipment, inventory, agreements, and personnel required and if necessary, licenses or permits and other capabilities to conduct business. If Customer has more than one set of premises or Website, Capita is obliged to inspect at least one of them;	6.5	Under Applicable Laws governing anti-money laundering, Capita is required to verify Customer’s identity and the identities of the beneficial owners of any business using the Payment Services.
e.	HM Treasury Consolidated List of Financial Sanctions Targets screening;	6.6	After Customer has agreed to these Payment Terms and has a Pay360 Account, a business relationship for the purposes of delivery of the Payment Services shall not become effective until such time as Capita verifies Customer’s identity and completes an associated risk assessment.
f.	Politically Exposed Persons (PEP) screening;	6.7	Capita will notify Customer of the outcome of this verification process and Customer’s Pay360 Account shall not be ‘live’ for payment transactions until such time.
g.	European Union (EU) financial sanctions check. HM Treasury sanctions, embargoes and restrictions list; and	6.8	Where Capita notifies Customer that Capita is unable to onboard Customer, this Agreement shall be deemed to automatically terminate.
h.	United Nations (UN) Security Council sanctions list.	6.9	Customer must provide accurate and complete information and keep that information current by updating Capita.
6.2	Customer authorises Capita to request identity verifying information about Customer including the current address of each of Customer’s locations, and a complete description of goods sold and services provided to Cardholders.	7.	<b>REQUESTS FOR ADDITIONAL INFORMATION AND INSPECTION</b>
6.3	Capita may periodically obtain additional reports from Customer to determine whether Customer continues to meet the requirements for a Pay360 Account.	7.1	Capita may request additional information from Customer at any time in relation to client onboarding documents and financial reports.
		7.2	Capita may from time to time request from Customer updates on any relevant names, addresses, URLs, memberships or passwords to Customer’s websites
		7.3	Capita may also ask for permission to inspect Customer’s business location.
		7.4	If Customer refuses any of the requests made pursuant to Sections 7.1 to 7.3,

Customer's Pay360 Account may be suspended or terminated.

with an obvious option to cancel the payment at this point as an alternative to paying; (ix) the address of its permanent establishment, and (x) any other information required by Applicable Laws, regulations or Network Rules.

8. **ACCEPTANCE OF TRANSACTIONS**

**ELECTRONIC COMMERCE TRANSACTIONS**

8.1 Customer has indicated to Capita that Customer wishes to raise Electronic Commerce Transactions and Capita has agreed to this. Customer agrees to the following provisions:

8.1.3 Customer will prominently and unequivocally inform the Cardholder of Customer's identity at all points of interaction, so that the Cardholder can readily distinguish Customer from any other party. In particular, Customer must:

8.1.1 Customer warrants and represents to Capita that Customer will not, and Customer will also ensure Customer's agents, subcontractors and employees do not, use any Website in any way which might jeopardise Customer's integrity, confidentiality, or security or Customer's agents' terminals, associated equipment, any computer system, servers or network used by Capita or with Cardholders or other computer systems including through disabling devices and unsolicited e-mails.

- a. display Customer's name prominently;
- b. identify prominently Customer's name as displayed on Customer's Website as both Customer's registered company name and the trading name (if relevant) that will appear on the Cardholder statement; and
- c. display Customer's company name as prominently as any other information depicted on the Website, other than images of the products or services being offered on sale.

8.1.2 Customer shall clearly display and maintain on any website the following information as required by the Networks: (i) a complete and accurate description of all goods and/or services offered for sale; (ii) full details of their cancellation, delivery and returns policy; (iii) Customer service contact details (iv) Transaction currency; (v) export or legal restrictions, if known; (vi) data protection, privacy policy and security capabilities; (vii) security method for the transmission of payment data; (viii) information that the Cardholder is committing to a Transaction before they select the "pay now" button,

8.1.4 The Customer shall comply with any requested changes to its website by either the Acquirer or Capita where Capita or the Acquirer, as applicable, deem it necessary or appropriate to ensure that the Customer remains in compliance with the Network Rules governing the use of Marks. Capita may give Customer immediate

notice of termination if Capita considers that in Capita's opinion, which shall be final, the content of Customer's Website, or any of the goods and/or services offered on such Website do not meet the standards required by Capita to continue to offer the Payment Services. Capita may also stop accepting Transactions immediately if any goods and/or services offered may affect Capita's or the Networks reputation.

8.1.5 Customer must undertake Transactions using 3D Secure programmes. If, when so requested, Customer fails to implement 3D Secure within a timescale acceptable to Capita, Customer's right to process Transactions may be terminated immediately.

**CARD NOT PRESENT TRANSACTIONS**

8.2 Undertaking Card Not Present Transactions will be solely at Customer's risk and Customer will be liable for any Losses which occur as a result of undertaking such Transactions. Customer understands and accepts this.

8.3 If Customer wishes to accept Transactions using more than one URL, Customer must agree with Capita first. Customer will not use more than one URL to accept Transactions, register more than one URL or use a URL to accept Transactions under the Payment Terms which is not the URL agreed and notified to Capita as being related to these Payment Terms.

8.4 Capita may immediately, on giving Customer notice, withdraw Capita's permission for Customer to accept or process certain types of Card Not Present Transactions where there are, in Capita's sole opinion, unacceptable levels of Cardholder disputes resulting from such Card Not Present Transactions which Customer has accepted and/or Card Not Present Transactions which Customer

has accepted and which subsequently turn out to be fraudulent.

**FUTURE DELIVERY OF GOODS AND SERVICES**

8.5 Customer must not accept any Transactions representing a deposit, partial payment or payment in respect of a future delivery of goods and/or services unless this has been agreed by Capita in writing.

8.6 Customer must ensure that the acceptance, processing and submission of any such Transaction is made in accordance with the Payment Facilitator Relationship Program Standards.

**PRESENTMENT OF TRANSACTIONS**

9.1 Customer must present Transactions to Capita for Authorisation and Settlement by way of electronic transfer in accordance with the Payment Facilitator Relationship Program Standards. The Transaction Data requirements are set by the Networks and will be advised to Customer by Capita from time to time. Customer shall implement such changes within the required timescale as detailed in such notification(s).

9.2 Customer must only submit to Capita records of valid Transactions involving a *bona fide* Cardholder. Customer must not submit any Transactions to Capita that Customer knows, or should know, to be fraudulent or not authorised by the Cardholder.

9.3 Customer agrees and confirms that Capita has the absolute right to cease to accept Transaction Data or Authorisation requests from Customer at any time.

9.4 Transactions are to be presented to Capita for Settlement within three (3) Business Days of a Card being accepted as a means of payment or Refund.

9.5 In circumstances where Transaction Data is to be delivered to Capita via a Third Party, Customer accepts responsibility for the collection, security, integrity and delivery to Capita of such Transaction Data.



- 9.6 Customer must not present for Settlement, or allow anyone else to present for Settlement, to Capita more than one set of Transaction Data for each Transaction.
10. **WARRANTIES AND UNDERTAKINGS RELATING TO TRANSACTION DATA.**
- In presenting Transaction Data to Capita or through a Third Party, Customer represents and warrants that:
- 10.1 all statements contained in the Transaction Data are true, accurate and complete;
- 10.2 Customer has supplied (or, where the Transaction Data relates to a prepayment or deposit, it has agreed to supply) the goods and/or services to which the Transaction Data relates and to the value stated therein;
- 10.3 there is no element of credit given by Customer;
- 10.4 no other Transaction has been or will be processed in respect of the same goods and/or services;
- 10.5 the Transaction has been entered into by Customer in good faith and Customer is not aware of any dispute relating to or any matter which may affect the validity of the Transaction;
- 10.6 the Transaction was made in accordance with these Payment Terms and the Network Rules;
- 10.7 the receipt from Customer, and the processing (including export outside the EEA) of Cardholder Information and Transaction Data supplied by Customer to Capita in the course of administering and discharging Capita's obligations and liabilities under these Payment Terms, will not infringe the rights of any Third Party;
- 10.8 Customer is in compliance with Capita's obligations under The Data Protection Act 2018, as amended from time to time, or equivalent in the jurisdiction(s) in which Customer is regulated;
- 10.9 Customer is validly registered and existing under Customer's country of establishment and has by proper action duly authorised the execution and delivery of these Payment Terms;
- 10.10 Customer is not and has not been prohibited from participating in the Networks to accept services of a kind offered by Capita;
- 10.11 Customer shall remain during the Term of these Payment Terms fully compliant with PCI in respect of all Transactions; and
- 10.12 Customer acknowledges that Customer is responsible for, and undertakes to, meet all costs associated with achieving and maintaining compliance, including any fines, costs or charges arising from Customer being compromised or not being compliant or data held by Customer being compromised and/or used for fraudulent purposes.
11. **DATA SECURITY**
- 11.1 Definitions: The following definitions apply to this Section:
- (a) "Customer Data" means all Transaction Data and or personal data which is provided to Capita (or to any Sub-Processor) by Customer in connection with these Payment Terms;
- (b) "Sub-Processor" means any processor engaged by Customer to process the Customer Data; and
- (c) "controller", "data subject", "personal data", "personal data breach", "processor", "processing" and "data subject" will have the meanings given in the GDPR.
- 11.2 Processing of Personal Data
- (a) Compliance: Customer acknowledges that both Acquirer and Capita, each acting as a controller, will process the

- Customer Data in compliance with applicable Data Protection Laws.
- (b) Capita acts as a data processor on behalf of Customer with respect to any personal data which is processed by Capita on behalf of Customer or any Listed Affiliates (each a “**Customer Group Member**”) under the Product Order to the extent that it relates to Payment Services (including in relation to any Support Services and Professional Services to be performed by Capita in relation to the Payment Services under such Product Order) (the “**Customer Personal Data**”). Customer may act as controller or processor in respect to Customer Personal Data. This Paragraph 11 sets out Capita’s data processing obligations to the Customer in respect of Customer Personal Data. Details of the applicable processing activities (including categories of personal data and data subjects) are described in the Annex to these Payment Terms.
- 11.3 Purposes of Data Processing by Acquirer: Customer acknowledges that Acquirer will only process the Customer Data:
- (a) as required in order to meet its obligations pursuant to the Acquirer Agreement;
- (b) as agreed in writing between Acquirer and Capita;
- (c) as required or allowed by law applicable to Acquirer;
- (d) for fraud prevention or investigation purposes, or other risk management purposes;
- (e) for Cardholder identification and information verification purposes, including in connection with "know your customer", anti-money laundering or anti-terrorism financing purposes;
- (f) in accordance with Network Rules;
- (g) to enforce its rights, or the rights of other persons in a financial transaction; or
- (h) to comply with Acquirer policies applicable to its obligations under the Acquirer Agreement, including to protect the security of the Customer Data.
- 11.4 Transparency (Capita and Acquirer):
- (a) Customer acknowledges that as a controller of the Customer Data, Capita will provide an information notice to data subjects meeting the requirements of Data Protection Law, including the information referred to in Articles 13 and 14 of the GDPR; and
- (b) Customer acknowledges that as a controller of the Customer Data, Acquirer will provide an information notice to data subjects meeting the requirements of Data Protection Law, including the information referred to in Articles 13 and 14 of the GDPR.
- 11.5 Customer warrants, represents and undertakes to Capita that it (or the applicable Customer Group Member):
- 11.5.1 will comply at all times with the Data Protection Laws;
- 11.5.2 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);
- 11.5.3 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.
- 11.6 Capita's obligations. Where Capita processes Customer Personal Data under or in connection with the performance of its obligations under the applicable Product Order, Capita shall:
- 11.6.1 process the Customer Personal Data only in accordance with the Agreement and with other mutually agreed and documented instructions of the Customer (including in relation to any international transfer of Customer Personal Data made in accordance with Paragraph 11.7);
  - 11.6.2 implement appropriate technical and organizational measures necessary to meet the requirements of Article 32 of the GDPR;
  - 11.6.3 ensure Capita staff authorized to process Customer Personal Data are subject to appropriate confidentiality obligations;
  - 11.6.4 not engage sub-processors to process Customer Personal Data without Customer's prior written consent (such consent not to be unreasonably withheld or delayed). For the purpose of this Paragraph 11.6.4, Customer hereby consents to Capita retaining those entities listed at Paragraph 1 of the Annex to these Payment Terms as sub-processors to process Customer Personal Data. Capita shall, in relation to any sub-processor appointed in accordance with this Paragraph 11.6.4:
    - a. ensure that equivalent requirements to those set out in this Paragraph 11.6 are imposed on the sub-processor through a written agreement; and
    - b. remain liable to Customer for the performance of the sub-processor's obligations
  - 11.6.5 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 subject's requests exercising their rights; and
    - b. with respect to security, data protection impact assessments, data breach notifications and consultations with data protection supervisory authorities;
  - 11.6.6 save as required by law, at Customer's option, either delete or return Customer Personal Data in Capita's possession to Customer on expiry or termination of the Agreement;
  - 11.6.7 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

	<p>to demonstrate Capita’s compliance with its obligations set out in this Paragraph 11. 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</p>	<p>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 sub-processor 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.</p>
<p>11.6.8</p>	<p>notify Customer without undue delay after becoming aware of any personal data breach involving Customer Personal Data.</p>	<p>11.8 Each party will provide the other party with such assistance and co-operation as it reasonably requests to enable the requesting party to comply with any obligations imposed on it by Data Protection Law in relation to the processing of the Customer Data. A party will be entitled to refuse or limit its assistance where the requesting party is in the position to fulfil the obligations without that party’s assistance.</p>
	<p>Capita shall be entitled to charge Customer, at Capita’s then-current rate card and expenses policy, for any Capita effort or costs under Paragraph 11.6.5 to 11.6.8 (inclusive).</p>	<p>11.9 Capita is obliged to provide Customer with Acquirer’s Privacy Notice which is available at <a href="https://www.firstdata.com/en_ie/privacy.html">https://www.firstdata.com/en_ie/privacy.html</a>.</p>
<p>11.7</p>	<p><u>International transfers.</u> Customer acknowledges that it may be necessary for Capita 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, which may include checks against fraud. Any transfers hereby authorised in accordance with this Paragraph 11.7 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 (“<b>Standard Contractual Clauses</b>”) as data exporter with the applicable Capita data</p>	<p>11.10 Customer is required to comply with all security procedures that Capita requires and notifies to Customer from time to time before completing any Transaction, and attempt, by reasonable, discreet and peaceful means, to retain a Card if so requested by Capita or the Authorisation Centre.</p> <p>11.11 Customer agrees to retain all Transaction Data in the strictest confidence and in a secure environment where it can only be accessed by authorised members of staff, and to ensure that any such details stored electronically are fully protected, correct, complete, not lost or damaged and can be reconstituted, in a complete and easily readable form. Customer will take all reasonable precautions to ensure that Cardholder Information is not disclosed to any person other than Capita or misused by any person, unless otherwise required by any Applicable Laws or by the Network Rules.</p>

11.12 Customer must retain in a secure place legible copies of all Transaction Records and receipts, Terminal tally rolls, invoices, receipts or equivalent documents relating to each Transaction. For the purpose of compliance with the Network Rules in relation to Chargebacks, all the above mentioned documents must be kept in a safe, secure and confidential manner for eighteen (18) months from the date of the relevant Transaction.

11.13 Customer must not retain or store magnetic stripe or CVV2/CVC2 data after Authorisation for a Transaction has been received.

11.14 Capita will not in any circumstances be liable in respect of the face value of any Transaction Data, or (other than if due to Capita's negligence or fraud) the costs of reconstituting such data, or for any other loss or damage arising on any loss or corruption of Transaction Data.

11.15 If any loss or damage to the physical medium containing any Transaction Data occurs and is agreed, or shown to be due to Capita's negligence, Capita will reimburse Customer the replacement value of the lost or damaged medium.

11.16 If any loss or corruption of Transaction Data of whatever nature arises as a result of an act or omission by Customer or any agent or sub-contractor engaged by Customer, then Customer shall be jointly and severally liable under this Section 11.

11.17 Subject to the limitations and exclusions of liability set out in this Agreement, Customer shall indemnify and keep indemnified Capita against any liability, fines, claims, demands, expenses and costs (including reasonable legal fees) arising as a result of:

- (a) any breach by the Customer of its obligations under Data Protection Laws; and/or
- (b) Capita acting in accordance with any instruction, policy or procedure of Customer.

**USE OF CUSTOMER'S PAY360 ACCOUNT FOR PAYMENT SERVICES**

**12. SET-OFF**

12.1 To the extent permitted by law, Capita may set off against the Balance any obligation Customer owes Capita under any agreement (e.g., Chargebacks or Refunds). If Customer owes Capita an amount that exceeds Customer's Balance, Capita may charge or debit a payment instrument registered to Customer's Pay360 Account or any connected Pay360 Account (as well as set off against any Balance in any connected Pay360 Account). Customer's failure to fully pay amounts that Customer owes to Capita on demand will be a breach of these Payment Terms. Customer is liable for any of Capita's costs associated with collection in addition to any amounts owed, including legal fees and expenses, collection agency fees and any applicable interest.

12.2 Customer shall take all reasonable steps to prevent the mis-use of the Services provided by Capita, including, but not limited to the protection of login details and to comply with all reasonable requests from Capita concerning the administration of Transactions and account password resets. For the avoidance of doubt Capita shall not be liable for the actions or inaction of Cardholders.

**13. WHEN WILL CAPITA PAY CUSTOMER?**

13.1 Capita will value date and credit the amount of a Transaction to Customer's Pay360 Account on the Business Day on which Capita receives the funds, without charge.

13.2 Capita will automatically initiate a payout of Proceeds from a given Business Day to Customer's Nominated Bank Account in the period of time set out in the Product Order and funds received into and credited to Customer's Pay360 Account shall be deemed made available to Customer for this purpose.

- 13.3 For the purposes of the Payment Services Regulations 2017, Customer gives Capita a payment order to pay Customer's Proceeds to Customer. event of bankruptcy or for any other purpose and will not knowingly permit Capita's creditors to retrieve Customer's funds.
- 13.4 The time of receipt of Customer's payment order for Capita to execute these payment transactions is deemed to be the relevant Business Day on which the payment is executed. 15.3 Customer will not receive interest or any other earnings on any funds that Capita handle for Customer.
- 13.5 Customer may revoke this payment order by providing notice to Capita up until the time of receipt of the payment order. 16. **CUSTOMER'S LIABILITY FOR CHARGEBACKS**
14. **DELAYED PAYMENT OF PROCEEDS TO CUSTOMER** 16.1 Upon notice of a dispute regarding a Transaction, Customer agrees that it is Customer's responsibility: (a) to notify Capita of any such dispute promptly (and in any event within twenty-four (24) hours); and (b) to resolve it directly with the Cardholder.
- 14.1 Capita may defer payout or restrict access to Customer's Proceeds if Capita determines that Capita needs to conduct an investigation or resolve any pending dispute related to Customer's use of the Services. 16.2 If Capita receives a Chargeback notice Capita will, without notice, debit Customer's Pay360 Account for the amount of the Chargeback which for the avoidance of doubt, shall include the initial Transaction fee. Capita will debit the full amount of the Chargeback and the Chargeback fee from the Customer's Nominated Bank Account. Capita will not refund to the Customer the initial Transaction fee in respect of any Chargeback. This provision also extends to a Card payment which does not constitute a Transaction, but which Customer has submitted to Capita for processing as a Transaction. Customer acknowledges that Capita's right to proceed as described in this Section 16.2 will not be affected by any arrangement between Capita or Customer and the Cardholder.
- 14.2 Capita also may defer payout of Proceeds or restrict access to Customer's Proceeds as necessary to comply with Applicable Law or any court order or if requested by any governmental entity.
- 14.3 Both Capita and Acquirer have the right to retain or withhold settlement of any sums as a result of a breach of Customer's obligations in these Payment Terms, the Master Terms (UK) or any Additional Terms.
15. **SAFEGUARDING**
- 15.1 Customer's Balance will be safeguarded in accordance with the Payment Services Regulations 2017. 16.3 Capita is not obliged to notify Customer of any defect in any Transaction Data, or other liability to Chargeback except where a Chargeback is in fact made or to procure, or assist Customer in procuring, payment from a Cardholder where the relevant Transaction has been charged back to Capita. In some cases, a Card Issuer may request a copy of the Transaction record prior to initiating a Chargeback. Capita will forward these requests to Customer and deliver Customer's response to the Issuer. Customer understands that Customer must respond to these requests within
- 15.2 Capita has sole discretion over the establishment and maintenance of any pooled account holding Customer's Balance. Funds associated with Customer's Pay360 Account will be held in a separate account from Capita's corporate funds. Capita will not use Customer's funds for Capita's corporate purposes (including the granting of any security or similar interest), will not voluntarily make Customer's funds available to Capita's creditors in the

- the time frames and manner stated. Due to the short time requirements imposed by the Networks, Customer's failure to respond in a timely manner will be communicated to the Issuer and may result in a Chargeback(s) as well as Network related costs or fees.
- 16.4 Customer hereby confirms that Customer will not transfer or attempt to transfer financial liability by asking or requiring a Cardholder to waive his rights to dispute a Transaction.
- 16.5 Customer agrees that comprehensive Chargeback procedures are published by each Network and that the Payment Facilitator Relationship Program Standards also contain guidelines which are intended to serve only as a general guideline for compliance.
- COMPLIANCE WITH NETWORK RULES AND LAWS**
17. Subject to Applicable Law and Network Rules, Customer will honour all valid and current Cards without discrimination when properly presented by a Cardholder for payment and not establish a minimum or maximum transaction amount as a condition for honouring Cards.
- 17.1 Customer will provide Customer's full range of goods and/or services to Customer's Cardholders at prices no greater than normal cash prices or as otherwise permitted by the Networks.
- 17.2 Customer will not accept unapproved Transactions.
- 17.3 If Customer indicates a price to a Cardholder that is not a price applicable to all methods of payment Customer accepted (whether due to a charge or a reduction), then before Customer accepts a Transaction, Customer must display a statement explaining any methods of payment to which an indicated price does not apply and the difference in price either as an amount or a percentage as required by the Network Rules. The statement must be displayed at each public entrance to Customer's premises and (except for Card Not Present Transactions) at each point of sale. Statements in respect of Card Not Present Transactions must be made in accordance with these Payment Terms.
- 17.4 Customer will only use the Payment Services to submit transactions in respect of goods and/or services that Customer provides to Customer's Cardholders. Any differences in prices must not exceed the costs borne by Customer for the use of that specific Card.
- 17.5 Customer will submit all Transactions for Authorisation in accordance with these Payment Terms and the Payment Facilitator Relationship Program Standards.
- 18. RESTRICTED, UNAUTHORISED OR ILLEGAL USE**
- 18.1 Customer will comply with all Applicable Law and only accept Cards for transactions that are allowed by Applicable Law.
- Customer warrants not to:
- 18.1.1 submit for payment any Transaction it knows or ought to have known is illegal;
- 18.1.2 accept from a Cardholder, any Transaction known to be illegal;
- 18.1.3 process Transactions for anything other than the genuine purchase of Customer's goods and/or services;
- 18.1.4 impose any minimum or maximum Transaction values;
- 18.1.5 discriminate against the use of Cards in any way;
- 18.1.6 split a Transaction into two or more Transactions, unless explicitly permitted by the Network Rules;

- 18.1.7 accept Transactions relating to goods and/or services which fall outside the description of Customer's business without Capita's prior approval;
- 18.1.8 accept a Transaction or present Transaction Data that was not undertaken directly between Customer and Cardholder;
- 18.1.9 process cash advances or otherwise accept or process transactions in order to give Cardholder cash;
- 18.1.10 refund Transactions to a Card that was not originally used to make such Transactions;
- 18.1.11 accept money from a Cardholder in connection with processing a Refund to the Cardholder's account;
- 18.1.12 request a Cardholder to disclose their Card's personal identification number ('PIN') at any point in a Transaction;
- 18.1.13 act as a payment processor, payment facilitator or otherwise resell the Payment Services to any Third Party;
- 18.1.14 use the Payment Services to handle, process or transmit funds for any Third Party;
- 18.1.15 use the Payment Services outside of the Territory; or
- 18.1.16 accept any Transaction using any Card issued in Customer's name, or related to the Nominated Bank Account or of a partner in, or director or other officer of Customer's, or of the spouse or any member of the immediate family or household of any such person.
- 18.2 Capita may decide not to authorise or settle any Transaction that Customer submits to Capita if Capita believes that the Transaction is in violation of the Payment Terms or any other agreement with Capita or that it exposes Customer, Cardholders, or Capita to harm. Harm includes fraud and other criminal acts, including submitting Transaction Data that Customer knew or ought reasonably to have known would cause harm.
- 18.3 Customer shall notify Capita without undue delay on becoming aware of any unauthorised or incorrectly executed Transaction.
- 18.4 In the event that a Cardholder;
- 18.4.1 denies having authorised an executed Transaction; or
- 18.4.2 claims that a Transaction has not been correctly executed, Capita will prove that the Transaction was authenticated, accurately recorded, entered into Capita's accounts and not affected by a technical breakdown or some other deficiency in the service provided by Capita.
19. **APPLICABLE NETWORK RULES**
- 19.1 By using the Payment Services, Customer agrees to comply with all applicable bylaws, rules and regulations set forth by the Networks, as amended from time to time (**'Network Rules'**).
- 19.2 The Networks amend their rules and regulations from time to time. Capita may be required to change the Payment Terms in connection with amendments to the Network Rules. The Network Rules are publicly available at:
- Mastercard  
<https://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>
- Visa



	<a href="https://www.visa.co.uk/support/consumer/visa-rules.html">https://www.visa.co.uk/support/consumer/visa-rules.html</a>	20.1	Customer's use of Network logos and marks ('Marks') is governed by the Network Rules; Customer must familiarise and comply with these requirements.
19.3	In the event of inconsistency between the Network Rules and these Payment Terms and except as otherwise agreed between Acquirer, Capita and the Network, the Network Rules will take precedence.	20.2	The Networks are the sole and exclusive owners of their respective Marks.
19.4	The Networks have the right to enforce any provision of the Network Rules and to prohibit Customer from engaging in any conduct the Networks deem could injure or could create a risk of injury to the Networks, including reputational injury or injury that could adversely affect the integrity of the interchange system, information the Networks deem to be confidential or both.	20.3	Customer may not contest the ownership of the Network Marks for any reason.
		20.4	The Networks may at any time, immediately and without advance notice, prohibit Customer, from using any of the Marks for any reason.
19.5	Customer agrees not to take any action that could interfere with or prevent the exercise of the right set out in Section 19.4 by the Networks.	20.5	Customer must display appropriate signage at the relevant point of sale (including on-line, on multi-media platforms and at payment gateways, as applicable) which displays the relevant Marks to indicate which Cards are accepted for payment.
19.6	Customer agrees: to provide any information, whether confidential or otherwise, in relation to Customer that Capita or the Acquirer may, from time to time request from Customer within three (3) days of receiving that request; that Capita may provide such information to the Acquirer; and that both Capita and the Acquirer may use such information for the purposes of fulfilling their obligations under this Agreement or as otherwise required.	20.6	Capita may require Customer to make modifications to Customer's relevant point of sale (including on-line, on multi-media platforms and at payment gateways, as applicable) or other advertising and signage in order to comply with Network Rules related to the Marks.
		20.7	The Networks may at any time, immediately and without advance notice, prohibit Customer from using any of the Marks for any reason.
19.7	Customer agrees to cooperate with Capita and Acquirer in respect of any issues arising out of a breach or potential breach of security in relation to the holding of any confidential data relevant to the Payment Services.	21.	<b>PCI DSS COMPLIANCE</b>
		21.1	If Customer stores, processes or transmits Cardholder data, Customer will comply with all applicable Payment Card Industry Data Security Standards ('PCI-DSS'), as well as any requirements under the Network Rules.
19.8	Before prompting Cardholders to provide Card information, Customer will prominently and clearly disclose to Cardholders, at all points of interaction, Customer's location (physical address) to enable Cardholders to easily determine, among other things, whether the Transaction will be a domestic or cross-border Transaction.	21.2	Customer must provide Acquirer with a nominated point of contact responsible for liaising with Acquirer regarding progress in achieving and maintaining compliance with PCI-DSS.
		21.3	Details of PCI-DSS and compliance requirements can be accessed via the
20.	<b>NETWORK LOGOS AND MARKS</b>		

	following website at <a href="http://www.pcisecuritystandards.org">http://www.pcisecuritystandards.org</a>		the conditions of the authorisation and the particular circumstances of the case.
22.	<b>FAILURE TO COMPLY WITH NETWORK RULES OR PCI-DSS</b>		
22.1	Customer understands that Customer's failure to comply with the Network Rules or the PCI-DSS security standards, including the compromise of any Card information, may result in fines or other losses to Capita.	24.2	By accepting Transactions through the Payment Services, Customer agrees to process returns of and provide Refunds and adjustments for, Customer's goods or services through Customer's Pay360 Account in accordance with these Payment Terms and Network Rules.
22.2	Customer will indemnify Capita and reimburse Capita immediately for any fines or losses directly or indirectly caused by Customer's and Customer's agents' actions or omissions.	24.3	Network Rules require that Customer discloses Customer's return or cancellation policy to Cardholders at the time of purchase. The amount of the Refund/adjustment must include any associated Taxes required to be Refunded and cannot exceed the amount shown as the total on the original sales data except by the exact amount required to reimburse the Cardholder for postage that the Cardholder paid to return merchandise.
22.3	Customer must have in place appropriate technical and organisational measures that ensure an appropriate level of security for the processing of Cardholder information and that protect Cardholder information against accidental or unlawful destruction or accidental loss or alteration or unauthorised disclosure access or processing.	24.4	If Customer's Refund policy prohibits returns or is unsatisfactory to the Cardholder, Customer may still receive a Chargeback relating to such sales.
23.	<b>RECEIPTS</b>		
	Customer shall provide receipts at the option of the Cardholder as required by the Network Rules. Capita provide Cardholders with the option to receive a receipt electronically for all transactions.	24.5	Customer can process a Refund through Customer's Digital Portal. Capita will credit the full value back to Cardholder and debit the full value from Customer's Pay360 Account and Nominated Bank Account. Capita will not refund to the Customer the initial Transaction fee.
24.	<b>REFUNDS AND RETURNS</b>		
24.1	Customer understands and agrees that a Cardholder may be entitled to a Refund from their payment provider of the full amount of any authorised Transaction Customer initiates if:	24.6	The Fees are also Refunded by Capita, so the full purchase amount is always returned to Customer's Cardholder. Customer must issue Cardholder Refunds to the card account used to make the original purchase and only in the original amount of the corresponding charge for which Customer is submitting the Refund.
	24.1.1 the authorisation did not specify the exact amount of the Transaction when the authorisation was given; and		
	24.1.2 the amount of the Transaction exceeded the amount that the Cardholder could reasonably have expected, taking into account the Cardholder's previous spending pattern,	24.7	Customer may not submit a Refund when there is no corresponding purchase on a Card.
		24.8	Subject to Applicable Law, Customer may not give cash Refunds to Cardholders for goods or services they purchase using Transactions. Capita has no obligation to

	accept any returns of any of Customer's goods or services on Customer's behalf.		any non-execution or defective or late execution of a Transaction.
24.9	Capita may refuse to execute a Transaction or Refund if it does not meet the conditions in these Payment Terms or is prohibited by law. If Capita does refuse to execute a Transaction or Refund, within the time for processing the Transaction or Refund, it will notify Customer (unless prohibited by law) of the refusal and, if possible, the reasons for it and the procedure for correcting any factual mistakes that led to the refusal. Any Transaction or Refund that is refused will not be deemed to have been received for purposes of execution times and liability for non-execution or defective execution.	25.	<b>TAX</b>
		25.1	Customer is responsible for determining any and all taxes assessed, incurred or required to be collected, paid or withheld for any reason for Customer's use of the Payment Services ('Taxes').
		25.2	Customer also is solely responsible for collecting, withholding, reporting and remitting correct Taxes to the appropriate tax authority.
		25.3	Capita is not obligated to, nor will Capita determine whether Taxes apply or calculate, collect, report or remit any Taxes to any tax authority arising from any Transaction.
24.10	In order to reclaim an unauthorised or incorrectly executed Refund on the Customer's Pay360 Account, Customer must notify Capita without undue delay after becoming aware of the unauthorised or incorrect Refund and in any event no later than sixty (60) days after the debit date of the Refund.	25.4	Capita specifically disclaims any liability for Taxes.
		26.	<b>INDEMNITY, COMPROMISE AND LIABILITY</b>
24.11	If Customer proves to Capita that a Refund was unauthorised, Capita will correct that Refund as soon as practicable, and in any event no later than the end of the Business Day following the day on which Capita becomes aware of the unauthorised Transaction.	26.1	Customer accepts full financial liability and responsibility for:
		26.1.1	all Transactions and the handling of all disputed Transactions, credits and other customer service-related issues and expenses caused by Customer as well as reprocessing any Transactions relating to suspended or rejected items;
24.12	Capita must, on request by Customer, immediately and without charge make efforts to trace any non-executed or defectively executed Transaction and notify Customer of the outcome.	26.1.2	any loss that Capita may incur as a result of any and all acts and/or omissions of Customer; and
24.13	Where Capita is liable to Customer for the correct transmission of the payment order to the Customer's payment services provider, it will immediately re-transmit Cardholder's payment order to the Customer's payment services provider.	26.1.3	the termination of these Payment Terms due to Customer being, or becoming, an OFAC Prescribed Person.
24.14	Capita will be liable to Customer for any charges for which Customer is responsible and any interest which Customer must pay as a consequence of	26.2	Customer agrees to indemnify Capita on a full and continuing basis, and to hold Capita harmless from and against all Losses which Capita may incur or claims which may be brought or established

<p>against Capita by any person from or in connection with:</p>	26.3	<p>Capita shall not have any liability to Customer or any other Third Party whether in contract or tort (including negligence or breach of statutory duty), under an indemnity or otherwise and whatever the cause for (i) any increased costs or expenses; (ii) loss of profit, (iii) loss of business, (iv) loss of goodwill, (v) loss or corruption of data; (vi) loss of revenue or anticipated savings; or (vii) special, indirect or consequential loss or damage of any nature whatsoever, whether or not Capita is aware or has been made aware of the likelihood of any such loss or damage.</p>
<p>26.2.1 any Transaction or any other dealing between Customer and a Cardholder;</p>		
<p>26.2.2 the negligence, fraud, wilful default or breach of these Payment Terms or this Agreement as a result of the actions or inactions of (i) Customer, (ii) any agent, employee or sub-contractor of Capita or Customer, or (iv) any Third Party;</p>		
<p>26.2.3 Customer's breach of these Payment Terms, this Agreement, Applicable Laws and/or Network Rules, and/or for any other reason where a Network levies a fee, fine, penalty or charge against Capita due to any action or inaction by Customer;</p>	26.4	<p>Nothing in these Payment Terms shall exclude or limit any liability of any party for fraud or to the extent that any such exclusion or limitation is not permitted by Applicable Law. Nothing in these Payment Terms shall exclude or limit any liability of any party for any breach of Section 9 (Confidentiality) of the Master Terms (save as set out in Paragraph 26.12 below).</p>
<p>26.2.4 a fee, fine, penalty, assessment or charge levied against Capita by the Network due to any action or inaction by Customer or Customer's agents, that arises as a result of:</p>	26.5	<p>Customer has, and will retain, sole responsibility for:</p>
<p>(i) any assessment that is undertaken or that is required to be undertaken by the Network; or</p>		<p>26.5.1 all information, instructions, and materials provided by or on behalf of Customer or its Listed Affiliates in connection with the Payment Services;</p>
<p>(ii) any loss or corruption of Cardholder's Information or Transaction Data or a violation by Customer, or Customer's employees, officers, agents, Third Parties and/or sub-contractors of any of the standards and/or programme requirements referenced in these Payment Terms.</p>		<p>26.5.2 Customer Systems;</p> <p>26.5.3 the security and use of Customer's Access Credentials; and</p> <p>26.5.4 all access to and use of the Payment Services directly or indirectly by or through the Customer Systems or its Access Credentials with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.</p>
	26.6	<p>In the event of loss or damage to Customer Data, Customer's sole and</p>

- exclusive remedy, and Capita's sole and exclusive liability, shall be for Capita to use its reasonable commercial efforts to restore the lost or damaged Customer Data from the latest backup of such Customer Data.
- 26.7 Capita shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by Customer or any third party given access to Customer Data by the Customer.
- 26.8 Except as expressly and specifically provided in the Agreement, Capita shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Capita by Customer in connection with the Payment Services, or any actions taken by Capita at Customer's direction.
- 26.9 Nothing in the Agreement shall limit or exclude the liability of Customer for:
- 26.9.1 Customer's obligation to pay any amounts due under the Agreement;
- 26.9.2 Any breach of: Section 2 (*Usage Rights*) of the Master Terms; Section 5 (*Export*) of the Master Terms; Section 6 (*Restrictions and Customer Obligations*) of the Master Terms; Section 12 (*Legal Compliance*) of the Master Terms; or Capita's Intellectual Property Rights; or
- 26.9.3 any indemnity provided by Customer under the Agreement.
- 26.10 Without prejudice to any other express provisions within the Agreement which shall prevail over this Section 26.10, each Party's total aggregate liability to the other Party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with the Agreement, or its subject matter, shall be limited to an amount equal in the aggregate to the greater of:
- (a) the total amount paid or payable by Customer under the Agreement for the Payment Services and Professional Services (if applicable) giving rise to the liability in the twelve (12) months immediately preceding the date of the first incident out of which the liability arose; and (b) five thousand pounds (£5,000).
- 26.11 All dates supplied by Capita for the provision of any Payment Services or Professional Services (if applicable) shall be treated as approximate only. Capita shall not in any circumstances be liable for any loss or damage arising from any delay in delivery beyond such approximate dates.
- 26.12 Notwithstanding Section 26.4 above, Capita's liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with any breach of Section 9 (Confidentiality) of the Master Terms in respect of Customer Data, shall be subject to the limitations and exclusions of liability set out in Section 26.10 above.
- 26.13 Without prejudice to any other right or remedy available to Capita under the Agreement or at law, Capita's non-performance of, or delay in performing any of, its obligations under the Agreement will be excused to the extent such non-performance or delay results from any act or omission of Customer, its agents, subcontractors, consultants or employees. If Capita incurs any additional costs in performing any of its obligations under the Agreement following any such act or omission of Customer, Capita may charge Customer additional fees as is reasonably necessary to recover any such costs. Unless otherwise agreed by Capita, any agreed payment profile for the fees applicable to any such non-performed or delayed obligations shall not be affected by any such non-performance or delay and Customer shall remain liable to pay the applicable fees in accordance with the agreed payment profile notwithstanding any such non-performance or delays.
- 26.14 References in this Section 26 to Capita and Customer (including where referred

	<p>to as a 'Party') shall be deemed to be references to Capita together (and in the aggregate) with its Affiliates and Customer together (and in the aggregate) with its Affiliates, respectively.</p>		<p>necessary investigations for the purpose of such audit;</p>
<p>26.15</p>	<p>The provisions of this Section 26 shall survive the expiration or termination of the Agreement and shall apply to the maximum extent permissible under applicable law, even if a remedy provided herein should fail of its essential purpose.</p>	<p>27.2.3</p>	<p>grant unrestricted systems access to Capita and the Networks to enable Capita to confirm at a minimum:</p>
<p>27.</p>	<p><b>INFORMATION AND AUDIT RIGHTS</b></p>		<p>(i) Customer's processing volume;</p>
<p>27.1</p>	<p>Customer must advise Capita immediately of any change in the circumstances affecting Customer's business including: (i) any insolvency event, (or impending insolvency event) (ii) any actual or impending change of control in Customer; (iii) any actual or impending change in Customer's trading terms, directors, other officers, members or partners, business or trading name, legal status, business or trading address or in any of Customer's other details that Customer has provided to Capita; and (iv) any actual or impending sale or other disposal of all or any material part of Customer's assets which may result in a material adverse change to Customer's business.</p>		<p>(ii) funding;</p>
			<p>(iii) reserves;</p>
			<p>(iv) URL screening;</p>
			<p>(v) fraud monitoring; and</p>
	<p>27.2 Customer agrees to comply with any audit requested by the Acquirer including but not limited to data security, confidentiality, PCI related standards and Network Rules. For the purpose of auditing the performance of Customer's obligations under these Payment Terms and Third Parties (to the extent that these have been permitted in writing by Capita), Customer will on request (and at Customer's own expense):</p>		<p>(vi) underwriting requirements (to include, but not limited to, site visitation documentation, financial statements, OFAC review, PEP screening, MATCH and VMAS screening, authentication and any other information required by Capita and/or the Networks), and to the extent necessary, Customer shall include provisions in the relevant Third Party contracts, Representative contracts to provide Capita with the rights required to obtain such information and be granted such systems access to allow Capita to carry out the investigations as envisaged by this Section 27.2.3.</p>
<p>27.2.1</p>	<p>provide documentary evidence to Capita, in the form and in the manner requested by Capita, of Customer's compliance with all of the requirements and obligations set out in these Payment Terms;</p>	<p>28.</p>	<p><b>TERM, AMENDMENT AND TERMINATION OF PAYMENT SERVICES</b></p>
<p>27.2.2</p>	<p>provide all such information required to carry out</p>	<p>28.1</p>	<p>The Payment Terms are effective from the point Capita has verified Customer's identity and completed an associated risk assessment for Customer's use of the Payment Services.</p>

- 28.2 The Payment Terms are conducted for an indefinite period and will continue to apply until terminated by Customer or Capita (the “Term”).
- 28.3 Customer acknowledges that Capita reserves the right, in its sole discretion, to make any changes to the Payment Services that it deems necessary or useful to:
- 28.3.1 maintain or enhance: (a) the quality or delivery of the Payment Services; (b) the competitive strength of or market for Capita’s services; or (c) the cost efficiency or performance of the Payment Services;
- 28.3.2 or comply with Applicable Law.
- 28.4 Without prejudice to any other right Capita has to make changes to the Agreement, Capita may amend the Agreement from time to time.
- 28.5 If Capita makes a material change to the Agreement under Section 28.4, Capita will provide Customer with two months’ notice of such changes before they come into effect Capita, using the contact details set out in the Product Order, emailing a copy of the revised Agreement terms to Customer in a form that Customer can save and print and will notify Customer of the proposed date of entry into force. Customer understands that Customer will be deemed to have accepted the changes to the Payment Terms unless Customer terminates Customer’s use of the Services and the Payment Terms before they come into force. If Customer rejects any changes, Customer has the right to terminate free of charge and with effect at any time until the date the changes would have applied.
- 28.6 Upon termination Customer agrees:
- 28.6.1 to return to Capita and Acquirer or any respective agents, all materials supplied by Capita or Acquirer;
- 28.6.2 pay all amounts owed under these Payment Terms; and
- 28.6.3 not use any trademarks, logos or promotional materials supplied by either Acquirer or Capita.
- 28.7 Customer may terminate these Payment Terms on a period of notice of one month.
- 28.8 For the avoidance of doubt, if Customer terminates the Payment Terms within the 14 days from the day on which the Payment Services commenced, this constitutes cancellation of the Payment Terms under the Financial Services (Distance Marketing) Regulations 2004.
29. **CAPITA’S TERMINATION RIGHTS**
- 29.1 Capita reserves the right to terminate the Payment Terms either:
- 29.1.1 on two (2) months’ notice; or
- 29.1.2 subject to Applicable Law, immediately:
- (i) if the Networks de-register Capita or if Acquirer ceases to be a member of the Networks for any reason;
- (ii) if Customer’s access to Payment Services has been terminated, Customer may still be permitted to use other products provided by Capita, at Capita’s (or Capita’s applicable affiliate’s) sole discretion;
- (iii) where the percentage, number or amount of fraudulent transactions submitted by Customer or the number of Chargebacks Customer receives in relation to similar businesses is determined by Capita to be excessive;
- (iv) if Customer submits transactions for processing on behalf of any Third Party;

- |        |   |        |   |
|--------|---|--------|---|
| (v)    | should Capita determine that Customer has provided inaccurate, untrue or incomplete information to Capita or that Customer fails to comply with the account registration requirements;  | (xiii) | if the Acquirer fails to have a valid licence with any Network to use any trademark accepted by the Customer; or  |
| (vi)   | should Customer materially alter Customer's Website content without Capita's prior written consent or Customer changes Customer's business or alter Customer's business model in relation to Payment Services during the Term of these Payment Terms; | (xiv)  | if Capita is required to do so by Applicable Law (for example, where the provision of Payment Services to Customer is or becomes, unlawful).  |
| (vii)  | if for six (6) consecutive months Customer fails to submit any Transactions or no activity is recorded by Capita;   | 29.2   | Any termination of the Payment Terms does not relieve Customer of its obligations to pay Fees or costs accrued prior to the termination, Chargebacks and any other amounts owed to Capita as provided in the Payment Terms, the Master Terms (UK) or the Additional Terms, but no charges will apply for termination of the Payment Terms.  |
| (viii) | if there is a direct or indirect change of Control to Customer or Customer's parent company;  | 30.    | <b>PAYMENT SERVICES UPON CLOSURE OF CUSTOMER'S PAY360 ACCOUNT</b>   |
| (ix)   | if Customer's activity is deemed at Capita's discretion or at the direction of the Acquirer or the Network Rules to be fraudulent or otherwise wrongful or in violation of the Network Rules;   | 30.1   | Closure of Customer's Pay360 Account will cancel any pending Transactions.  |
| (x)    | should Customer act in a manner which clearly shows that Customer does not intend to or is unable to comply with any provisions of the Payment Terms (including Customer's commission of any act in contravention of any Applicable Law);             | 30.2   | Any Proceeds that Capita are holding in custody for Customer at the time of closure will be paid out at the relevant time, subject to the other conditions in the Payment Terms.  |
| (xi)   | if Acquirer terminates its relationship with Capita for any reason;   | 30.3   | If an investigation is pending at the time Customer closes Customer's Pay360 Account, Capita may hold Customer's funds as described herein. If Customer is later determined to be entitled to some or all of the funds, Capita will release those funds to Customer.  |
| (xii)  | The Acquirer or the Networks request Capita to do so;   | 31.    | <b>COMPLAINTS AND DISPUTES</b>  |
|        |   | 31.1   | Capita will deal with complaints in accordance with Capita's complaints policy. In the event of any dispute or problem with the Payment Services please contact Capita Support in the first instance. In the event that Customer's query is not satisfactorily resolved, Customer should follow the escalation process outlined in the Capita complaints policy. Details of Capita's complaint handling procedures are also available upon request. |



- 31.2 The Financial Ombudsman Service is an independent body that helps settle complaints between customers and firms regulated by the Financial Conduct Authority (“FCA”). If Capita is unable to resolve Customer’s complaint satisfactorily Customer may qualify to escalate Customer’s complaint to the Financial Ombudsman Service by post, addressing Customer’s complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR, by email to [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or by telephone on 0300 123 9 123 or 0800 023 4567. Financial Ombudsman Service’s website is <http://www.financial-ombudsman.org.uk>
- 31.3 Further information regarding the Financial Ombudsman Service and whether Customer qualifies for this service is available on the Financial Ombudsman Service’s website or can be requested by contacting Capita Support.
32. **NOTICES**
- 32.1 At any time during the Term of these Payment Terms, Customer may request Capita to provide Customer with a copy of the Payment Terms or information set out in Schedule 4 of the Payment Services Regulations 2017 free of charge by contacting Capita.
- 32.2 Statements, notices and other communications to Customer may be sent to the postal or email address provided by Customer or by postings on the Website or other reasonable means.
- 32.3 Where Capita is required to provide Customer with a statement, notice or other communication in a durable medium, Capita may do so by emailing it to Customer in a form that can be saved and printed.
- 32.4 Notices may also be posted in a location on Capita’s Website or in Customer’s Pay360 Account such that it can be accessed by Customer for the duration of the Payment Terms and printed.
- 32.5 Any notices as between Customer and the other parties under the Payment Terms shall be deemed given on the day the email is sent, unless the sending party receives an electronic indication that the email was not delivered; and if by post, shall be deemed given two Business Days after the date of posting.
- 32.6 All information and notifications under the Payment Terms will be communicated to Customer in English.
33. **DUTY OF CONFIDENTIALITY**
- 33.1 Customer shall not, except for the purposes of these Payment Terms, compile or make use of any information relating to Capita, any Network, any Card, any Cardholders, or the terms of these Payment Terms or any documents provided with it, except where necessary for the performance of these Payment Terms.
- 33.2 Customer shall use Customer’s best endeavours to ensure that Customer’s employees and agents will maintain strictest confidence with respect thereto and not divulge or communicate to any Third Party information concerning Capita’s business or Transactions of Cardholders which may come to the notice of Customer during the Term of these Payment Terms. Capita will use Capita’s reasonable endeavours to ensure that Capita’s employees and agents maintain such information in strictest confidence.
34. **DISCLOSURE OF INFORMATION**
- 34.1 Customer acknowledges that Capita may disclose information about Customer to Capita’s associated companies, the police, Networks, regulator, or any other investigating body for use in the prevention or detection of fraud or other criminal activity, or to any credit reference agency which Capita also uses as a source of information.
35. **CURRENCY AND CURRENCY CONVERSION**
- 35.1 A Transaction must be executed in pounds sterling.

## Appendix (ApplePay)

These Payment Terms apply whenever Customer accesses or uses the Apple Pay Payment Service as indicated in the applicable Product Order. These Payment 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 Payment Terms will be included in a Product Order.

### 1. OVERVIEW OF APPLE PAY PAYMENT SERVICE

This Section 1 provides an overview of the Apple Pay Payment Service for any Customer which intends to:

- (a) deploy Apple Pay as a method of payment acceptance for its consumers; and
- (b) engage Capita to enable the Customer to use Apple Pay.

Apple Pay is a payments platform supplied by Apple Inc., a California corporation, having a principal place of business located at One Apple Park Way, Cupertino, California 95014, U.S.A. (“**Apple**”), utilising Apple Technology to enable end-users to make payments using credit, debit, and prepaid cards and other physical, digital or virtual payment cards, credentials, or account access devices and access other related services using Apple Products designated by Apple or its affiliates, as the same may be modified, rebranded or substituted from time to time by Apple. Customer may participate in the Apple Pay Payment Service through Capita, subject to these Payment Terms.

### 2. APPLE PAY TRANSACTIONS

#### 2.1 Terms applicable to Apple Pay Transactions.

2.1.1 In making the Apple Pay Payment Service available, to use as a payment acceptance method, to its consumers, Customer agrees to comply with the Apple Pay Platform Web Merchant Terms and Conditions set out at: <https://developer.apple.com/terms/apple-pay-web/> or as may be notified to the Customer and as may be varied from time to time, (the “**Apple Pay Terms**”). Any capitalised terms used within these Payment Terms not defined elsewhere in the Agreement shall take the meaning as defined under the Apple Pay Terms for the purposes of the Apple Pay Payment Service.

2.1.2 If any addition or amendment is made to the Apple Pay Terms (for example, as a result of Apple introducing new features or functions to the Apple Pay app), or to Capita’s own agreement with Apple, that requires these Payment Terms to be amended, then Capita and Customer agree to enter into a written contract variation in order to introduce such additional requirements to these Payment Terms.

2.1.3 Customer agrees to maintain in strict confidence (unless otherwise agreed by Capita in writing) the content of any Apple documentation which it receives in connection with its participation in the Apple Pay Payment Service.

2.1.4 Customer warrants, represents and undertakes to Capita that it shall use commercially reasonable efforts to prevent the introduction of harmful code into all software and hardware used by it in performing its obligations under these Payment Terms or in its use of Apple Pay.

2.1.5 Capita may immediately either terminate or suspend Customer’s participation in the Apple Pay Payment Service at any time with or without notice.

2.1.6 Capita may suspend or reject Apple Pay Transactions in its sole discretion.

#### 2.2 Merchant fees

Capita may charge in the circumstances where the Apple Pay transaction is routed through the Payment Services Platform or other payment gateway infrastructure, or equipment provided by Capita, (“the Apple Pay Transaction Charge”). The Apple Pay Transaction Charge shall be equal to the payment transaction fee set out elsewhere in the Agreement, either to the extent where there is a standard per payment gateway transaction charge, or variable where the payment transaction charge differs depending on the card payment type used to make the transaction.

#### 2.3 Indemnification and Customer liability

2.3.1 Customer has sole responsibility for compliance with the Apple Pay Terms. Notwithstanding any limitation of liability under the Agreement, Customer shall fully indemnify and keep indemnified Capita on demand against any and all expense, cost, damage, loss, fine, penalty, judgment or liability, including reasonable legal fees, suffered or incurred by the Capita resulting from any failure by Customer to meet with any such compliance with the Apple Terms.

2.3.2 To the extent permitted by applicable law, Customer agrees to indemnify and hold harmless, and upon Capita’s request, defend, Capita, its directors, officers, employees, independent contractors and agents (each a “**Capita Indemnified Party**”) from any and all claims, losses, liabilities, damages, taxes, expenses and costs, including without limitation, attorneys’ fees and court costs (collectively, “**Losses**”), incurred by a Capita Indemnified Party and arising from or related to any of the following: (i) Customer’s breach of any certification, covenant, obligation, representation or warranty in these Payment Terms; or (ii) Customer or its Affiliates’ activities under these Payment

Terms or use of Apple Pay, including but not limited to any end-user claims regarding Customer's Website(s) and Customer's platform applications and/or goods or services offered through Customer's Website(s), (b) a Security Breach, (c) any Unauthorized Transaction, or (d) the gross negligence, fraud, willful misconduct, or criminal activity of Customer, its Affiliates, or Customer's service providers.

2.3.3 Customer shall be wholly responsible and liable to Capita, for any Transactions entered into by it or on its behalf or by or on behalf of its customers and any other person who initiates a Transaction and for any Losses suffered or incurred in relation to or in connection with any such Transaction. Customer's responsibility and liability for the acts and omissions of others under this section 2.3.3 shall be the same as if it had carried out the relevant Transaction, act or omission itself.

2.3.4 Nothing in these Payment Terms shall have the effect of excluding or limiting any liability which cannot be excluded or limited under applicable law, including any liability for death or personal injury caused by negligence or for fraudulent misrepresentation or fraud.

**2.4 Additional Limitations of Liability**

2.4.1. IN NO EVENT SHALL CAPITA'S TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES IN RESPECT OF CUSTOMER'S USE OF THE APPLE PAY PAYMENT SERVICE THAT IS CAUSED BY, OR ATTRIBUTABLE TO, APPLE, EXCEED THE GREATER OF FIFTY DOLLARS (\$50.00) OR THE AMOUNT THAT CAN BE SECURED IN CAPITA'S AGREEMENT WITH APPLE.

2.4.2 In addition to any excluded loss under the Agreement, Capita shall not be liable, whether in contract (including under any indemnity), tort (including negligence), misrepresentation, for breach of statutory duty, or otherwise, arising under or in connection with Apple's services under these Payment Terms for any:

- a) loss of business;
- b) loss of revenues;
- c) loss of profits;
- d) loss of business opportunities;
- e) loss of anticipated savings;
- f) loss of goodwill;
- g) damage to reputation;
- h) losses of Customer's customers or their customers;
- i) loss of, or loss of use or corruption of, data, information or software; or
- j) for any special, consequential loss or damage of any kind, in either case even if Capita has been advised of the possibility of such loss arising.

2.4.3 Subject to section 2.4.2 Capita shall not be liable for any loss arising from any act or omission of Apple or Capita arising out of or in relation to Apple Pay unless Customer or other relevant person:

- a) notifies Capita of the claim within ninety (90) calendar days of the event giving rise to it first becoming aware of its loss caused by Capita's act or omission;
- b) makes a claim within six (6) calendar months after it first becomes aware of its loss caused by Apple's or Capita's act or omission (as applicable); and
- c) brings proceedings before a court or competent tribunal, or initiates a mediation or arbitration process, within twenty-four (24) calendar months after it first becomes aware of the loss to which the claim relates, to recover that Loss, unless Apple and/or Capita, as applicable, have accepted Customer's claim.

2.4.4 Where Capita is liable to Apple due to the Customer's: breach of contract (including under any indemnity); tort (including negligence); misrepresentation; breach of statutory duty; or otherwise, arising under or in connection with Customer's use of Apple Pay, Customer may be liable for:

- a) loss of business;
- b) loss of revenues;
- c) loss of profits;
- d) loss of business opportunities;
- e) loss of anticipated savings;
- f) loss of goodwill;
- g) damage to reputation;
- i) loss of, or loss of use or corruption of, data, information or software; or
- j) for any special, consequential loss or damage of any kind, in either case even if Apple or Capita has been advised of the possibility of such loss arising.

2.4.5 IN ADDITION TO THE LIMITATIONS OF LIABILITY AND DISCLAIMERS SET FORTH IN THE AGREEMENT, CAPITA SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES ARISING FROM THE USE OF APPLE PAY, THE APPLE PAY WEB APIS OR THE APPLE PAY PLATFORM, INCLUDING, BUT NOT LIMITED TO, (I) ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS, (II) ANY CHANGES WHICH APPLE MAY MAKE TO THE APPLE PAY WEB APIS OR THE APPLE PAY PLATFORM, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE APPLE PAY WEB APIS OR THE APPLE PAY PLATFORM (OR ANY FEATURES WITHIN THE APPLE PAY PLATFORM), OR (III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO PROVIDE ANY DATA TRANSMITTED BY OR THROUGH CUSTOMER'S USE OF THE APPLE PAY WEB APIS OR THE APPLE PAY PLATFORM. It is Customer's sole responsibility to maintain appropriate alternate backup of all of Customer content, information and data. CUSTOMER'S USE OF OR RELIANCE ON APPLE PAY WEB APIS IN CONNECTION WITH THE PROGRAM IS AT CUSTOMER'S SOLE RISK. CAPITA MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR

IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ACCURACY, RELIABILITY, SECURITY, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS WITH RESPECT TO APPLE PAY OR APPLE PAY WEB APIS.

2.4.6 Capita shall have no liability whatsoever to Customer in the event Apple exercises its discretion to suspend or terminate Customer's participation in Apple Pay, unless the suspension or termination was due to a breach by Capita, in which case Capita's limitation of liability under the Agreement shall apply.

#### 2.4.7 Transaction Verifications

Customer shall be solely responsible for verifying the validity of Transactions completed using the Apple Pay Web APIs prior to the delivery of any goods or services to an end-user. Capita will not be liable for Customer's failure to verify the validity of such Transactions.

#### 2.4.8 No Capita Liability for Unauthorized Transactions

Customer acknowledges that Capita has no responsibility to check that the Apple Pay Platform allows Capita to evidence that Transactions made on the Apple Pay Platform from or through the Customer's Website(s) or Customer platform applications have been duly authorised. Capita shall not be liable in any event for any Unauthorized Transactions made by end-users from or through Customer's Website(s) or Customer platform applications.

### 3. USE OF CUSTOMER DATA FOR APPLE PAY AND DATA PROCESSING

#### 3.1 Use of Customer Data for Apple Pay

3.1.1. Capita (including its Affiliates) may use or disclose the Customer Data to instigate a Transaction through Apple Pay including for the purposes set out below:

- a) as required to administer, handle, manage, operate, process and reconcile Transactions, Refunds and Transaction disputes made via the Apple Pay Platform, in accordance with its own agreement with Apple;
- b) for assessing compliance with Documentation, carrying out audits, investigating and handling complaints and Transaction disputes;
- c) for accounting purposes, including billing and collections;
- d) for detecting, investigating and protecting against fraud, money laundering, terrorism financing and other illegal or prohibited activity;
- e) for internal reporting purposes;
- f) for the provision of the Apple Pay Payment Service to Customer as per the Agreement;
- g) in preparing for and acting in relation to inquiries, investigations or proceedings, including

but not limited to, by any governmental body or other competent authority with jurisdiction; and

- h) to allow Customer to fulfil the underlying order which is the subject of the Transaction; and
- i) for such other purposes as has been consented to (as required) by the relevant data subject(s), or in respect of which Capita has a legal basis pursuant to Data Protection Laws.

3.1.2 Customer Data, may be disclosed by Capita to the extent necessary for the purposes permitted above to the following recipients:

- a) its Affiliates;
- b) other contractors, consultants, advisers, agents and third parties;
- c) governmental bodies in the United Kingdom, the United States, or Europe;
- d) third parties looking to acquire or acquiring all or part of the assets or shares of Capita or provides financing to Capita; and
- e) to any other recipients as has been consented to (as required) by the relevant data subject(s) or in respect of which Capita has a legal basis pursuant to Data Protection Laws.

3.1.3 Customer shall be responsible for obtaining all necessary authorisations and consents from individuals under Data Protection Law that are required to permit their own use and disclosure of Customer Data.

#### 3.2 Data Processing

3.2.1 Customer shall at all times ensure that it collects, transfers and otherwise processes Apple Pay Transaction Data in accordance with this Section 3 and applicable law (including but not limited to applicable Data Protection Laws). Customer shall notify Capita when any applicable law prevents it from (i) fulfilling its obligations under this Section 3 or (ii) complying with the instructions received from a data controller, except if such disclosure is prohibited by applicable law, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.

3.2.2 Customer shall identify a contact point within its organisation that is authorised to respond to enquiries concerning processing of Apple Pay Transaction Data from Capita (including requests received from data subjects concerning their Personal Data) and will reasonably cooperate in good faith with such persons in relation to such enquiries.

#### 3.3 Security of Processing, Confidentiality and Personal Data Breach

3.3.1 Without prejudice to any other obligations on the Customer under the Agreement, Customer and Customer Affiliates shall (a) provide clear and complete information to users regarding Customer or Customer Affiliates' collection, use and disclosure

of user data (including, at a minimum, a link to Customer's privacy policy from Customer's Websites); (b) take appropriate steps to protect Personal Data from unauthorized access, use or disclosure; and (c) comply with all applicable laws regarding privacy and data collection with respect to any collection, use or disclosure of Personal Data. If a user ceases to consent or affirmatively revokes consent for Customer or Customer Affiliates' collection, use or disclosure of his or her user data, Customer and Customer Affiliates must promptly cease all such use. Furthermore, Customer shall implement administrative, technical, and physical safeguards designed to protect against reasonably anticipated threats or hazards to the security, integrity, or confidentiality of Personal Data. Customer shall encrypt all Personal Data in accordance with industry standards for secure key and protocol negotiation and key management prior to transmission. Upon discovering a Security Breach, Customer will (i) promptly notify Capita thereof, (ii) investigate, remediate, and mitigate the effects of the Security Breach, and (iii) provide Capita with assurances reasonably satisfactory to Capita that such Security Breach will not recur. Additionally, if and to the extent any Security Breach or other unauthorized access, use, or disclosure of Personal Data occurs as a result of an act or omission of Customer, Customer Affiliates, Customer service providers, or Customer's Platform Providers, Customer will, at Customer's cost and expense, upon Capita's request, provide notices and/or undertake other related remedial measures (including notice, credit monitoring services, fraud insurance and the establishment of a call center to respond to customer inquiries) which are reasonably warranted or required by law. In the event of legal proceedings, including but not limited to regulatory investigations or litigation, following or resulting from a Security Breach, Customer will provide Capita with reasonable assistance and support in responding to such proceedings.

3.3.2 Customer shall implement and maintain security measures to ensure the following:

- the pseudonymisation and encryption of Personal Data during transmission;
- the ability to ensure the ongoing confidentiality, integrity, availability and resilience of any processing systems and services used in connection with Apple Pay;
- the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and
- a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing (security measures).

#### **4. Updates; No Support or Maintenance**

4.1 Customer acknowledges and agrees that:

4.1.1 Capita is not obligated to provide any maintenance, technical or other support for Apple Pay, the Apple Pay Web APIs or Apple Pay Platform. Capita makes no guarantees to Customer in relation to the availability or uptime of Apple Pay, the Apple Pay Web APIs or Apple Pay Platform, and Capita is not obligated to provide any maintenance, technical or other support related thereto. Customer understands that any such modifications may require Customer to change or update Customer's Website(s) and Platform Applications at Customer's own expense in order to continue to use the Apple Pay Web APIs.

4.1.2 Capita does not guarantee the availability, accuracy, completeness, reliability, or timeliness of any data or information displayed in connection with the Apple Pay Platform. To the extent Customer chooses to use the Apple Pay Platform with Customer's Website(s) or platform applications, Customer is responsible for its reliance on any such data or information. It is Customer's responsibility to maintain appropriate alternate backup of all content, information and data, including but not limited to any content that Customer may provide to Apple or Capita in connection with Apple Pay, the Apple Pay Web APIs or Apple Pay Platform.

#### **5. Survival**

5.1. All terms and provisions of these Payment Terms, including any and all attachments, exhibits, addendums, schedules and amendments hereto, which by their nature are intended to survive any termination or expiration of these Payment Terms, shall so survive. Capita will not be liable for compensation, indemnity, or damages of any sort as a result of terminating these Payment Terms or the Apple Pay Payment Service to the Customer in accordance with its or the Agreement terms, and termination will be without prejudice to any other right or remedy Capita may have, now or in the future.

### Appendix (PayPal)

Capita shall use its reasonable endeavours to provide a link to the software domain controlled by PayPal from which the Customer's user may instigate a PayPal transaction. Capita shall not be responsible for such transactions, other than in any period where the transaction is routed through the Payment Services Platform or other payment gateway infrastructure operated by Capita, and other than for such period the transaction shall be deemed as out of scope. The Customer shall be responsible for contracting directly with PayPal for the PayPal service, setting up a user agreement.

### Appendix (Open Banking)

Capita shall use its reasonable endeavours to provide a link to the software domain controlled by a third party supplier (Nuapay) from which the Customer's user may instigate an open banking transaction, (the "Open Banking Transaction") In this scenario the third party supplier shall act as a Payment Initiation Service Provider (PISP) Capita shall not be responsible for such transactions, other than in any period where the transaction is routed through the Payment Services Platform or other payment gateway infrastructure operated by Capita, and other than for such period the transaction shall be deemed as out of scope. The Customer's use of the software service provided by the PISP shall be subject to the terms and conditions set out in Annex 1 below The charge for an Open Banking Transaction shall be as indicated on the Product Order.

## ANNEX 1

### THIRD PARTY TERMS AND CONDITIONS APPLYING TO THE NUAPAY SERVICE

#### Definitions

In this Annex 1:

Capita means the company Pay360 Limited whose company number is 03539217) with its principal place of business at 65 Gresham Street, London, EC2V 7NQ and who is authorised by the Financial Conduct Authority (FCA) of the UK as an Authorised Payment Institute with Firm Registration Number. FCA FRN 835764

EML Group of companies means a company which is a member of EML PLC and shall be construed accordingly

Nuapay means the company Sentenial Limited, trading as Nuapay, incorporated and registered in the UK with company number 6566456 having its registered address as 4th Floor 35 Great St. Helen's, London, England, EC3A 6AP

Nuapay Services means the software services as set out in the Product Order which provide the ability for the

Customer to offer its users the ability to instigate an open banking payment transaction.

#### 1. Nuapay Services

Nuapay shall operate as a Payment Initiation Service Provider (PISP). Nuapay shall host all aspects of the Nuapay Services and Capita will enable the Nuapay Services through its Payment Services Platform.

Capita hereby grants to Customer on and subject to the terms and conditions of this Agreement a non-exclusive, non-transferable, worldwide licence to allow authorised users to access and use the Nuapay Services for Customers internal business purposes;

The rights provided under this Annex 1 are granted to Customer only, and shall not be considered granted to any subsidiary or holding company of Customer or any other third party; and

Nuapay Services may be provided by appropriately licenced Sentenial Group Companies. The terms in this Annex 1 cover Nuapay Services delivered by all Sentenial Group Companies.

Customer gives Capita the right to access the Customer's account(s) at Nuapay and issue instructions to Nuapay relating to payments and funds held in these accounts; and confirms that Nuapay should treat any instructions or information received from Capita on behalf of the Customer in the same way as if the instruction or information had been issued by the Customer directly to Nuapay.

#### 2. Processing Personal Data

It is agreed Nuapay is the Data Controller when referencing data relating specifically to the personnel of the Customer. Personal data relating to Customer's personnel is required in part to meet the mandatory requirements of Nuapay to enable the provision of the Nuapay Services and also to maintain the necessary contact with Customer for the working Nuapay Service. Personal data held for these purposes may include any of the following items:

- Name
- Address
- Telephone number
- e-mail address

Under the provision of Nuapay Services covered by this Agreement including enabling financial transactions to be actioned between the Customer and its clients, personal data relating to those clients will be processed. The transaction data used for this purpose may include the following items.

- Name
- Address
- Bank account details

- Telephone number
- e-mail address

Where Customer uses the Nuapay Bacs FM Direct Debit service, the Customer and Nuapay operate as joint controllers of this Payer Data.

Where a Customer uses other Nuapay Services, the Customer is the Data Controller of the Payer Data, and Capita and Nuapay are the Data Processors.

In addition, where Nuapay issues payment accounts in the name of the Customer and is obligated to retain such information for compliance purposes, it operates as a separate Data Controller for such data.

Nuapay may transfer personal data to other EML Group Companies but only where this is essential to the provision of the services required by the Customer.

Data will be returned to Customer or deleted as requested by Customer (at no additional charge providing that the Customer accepts Capita's standard secure data transfer method and process) on the termination of this Agreement or the termination of these Nuapay Service (a partial termination of the Agreement) subject to applicable local laws which may require certain data items to be retained for a period not exceeding ten (10) years.

Customer has sole responsibility for the legality, reliability, integrity, accuracy and quality of all data it submits to the Services.

Nuapay will process all personal data provided by Customer or via Capita only on and in line with documented instructions from Customer as defined within this Agreement, unless required to do so by any applicable law to which Nuapay is subject. In such a case Nuapay shall inform Customer of that legal requirement before processing any data, unless that law prohibits such information being disclosed.

Customer accepts that Capita and/or Nuapay may use other data sub-processors to fulfil its commitments, where and if this happens Capita remains fully liable for the activities of such sub-processors and will only engage with such sub-processors under formal contract requiring any sub-processors used to fully comply with all relevant provisions in this Agreement including but not limited to aspects of applicable data protection and the prevention of financial crime regulations.

In the event of any loss or damage to Customer data, Capita and Nuapay shall use reasonable endeavours to restore the lost or damaged data from the latest back-up of such data maintained by Capita.

### 1. Nuapay Payment Accounts

Nuapay may issue Customer with one or more Nuapay payment accounts. Nuapay will carry out a number of

Customer due diligence checks based on the information provided by Customer. Nuapay may export Customer data to external suppliers such as credit reference bureau in order to meet Nuapay's regulatory requirements in respect of providing the services required by the Customer.

Based on the outcome of the Customer due diligence checks Nuapay and/or Capita may decide not to provide the services requested by Customer and may not issue a payment account. Nuapay may impose operational limits which may include, but not limited to, limitations on the value or volume of Transactions processed or may require a reserve balance to be held on the issued account. Customer will be notified should any such limits be required prior to the commencement of the provision of the requested services or any issued account being opened.

Nuapay, acting reasonably, and solely in regards the Nuapay Services retains the right to amend or add any limitations applied to the services being used or the use of a Nuapay account at any time. A minimum of two (2) months' notice will be given to Customer should such a review impose more restrictive limits, such as a higher minimum balance to be held on the initial account. Where a review produces an outcome which is deemed beneficial to Customer the revised limits will be applied immediately. Customer can request a review of any limits at any time.

Nuapay and /or Capita may withdraw access to the Nuapay Services and any Customer's Nuapay account or modify any limits imposed on this account if any reasonable grounds that the Customer's use of the Services is either inappropriate or unlawful use is detected for example, but not limited to, use of the account for money laundering, terrorist funding, the transfer of money to sanctioned parties, using the service in a way that is not compliant with the Scheme Rules that apply to the payment being processed or using the service in a way that increases the risk of payment failures occurring when compared to the business model agreed at the time of signing this Agreement.

Where issued Customer will operate their Nuapay payment account(s) in line with the following conditions.

- a) Maintain sufficient funds in the account to ensure that it does not fall into a negative balance (overdrawn), or below any higher positive value limit specified by Nuapay as per Section 4 above.
- b) All monies held in the account must be for the purpose of executing payment transactions or resulting from processing payment transactions.

Nuapay Bacs FM Direct Debit Process - Where Customer opts to use this Nuapay Service, Nuapay will issue a Service User Number ("SUN") referencing Customer and will also create an account named 'Nuapay re Customer' which will act as the originating account for the debiting process. Funds collected under this process will be transferred to an account defined by Customer on the

third business day following the due date of the direct debit. Nuapay may require a minimum balance be held on the originating account to cover any unsuccessfully challenged indemnity claims that payers to Customer may lodge.

#### 4. Customer Obligations

Customer shall:

- a) provide Nuapay and Capita with all necessary access to such information, personnel and necessary cooperation as may be required by Nuapay and/or Capita in order to render the Nuapay Service and for Nuapay and/or Capita to fulfil its regulatory and legal responsibilities including but not limited to customer data and security access information;
- b) at all times maintain all necessary licences and authorisations required to conduct the Customer's business;
- c) notify Nuapay or Capita immediately if any authority revokes any authorisations of the Customer, or issues any correspondence to the Customer concerning alleged or actual non-compliance with any applicable laws and regulations with respect to its activities under this Annex 1;
- d) at Nuapay's request either direct or via Capita (acting reasonably), make available without undue delay any file, correspondence, document and/or information relating to the Customer and/or transaction information and that has not already been made available by the Customer for the sole purpose of enabling Nuapay and /or Capita to comply fully and effectively with its customer due diligence, anti-money laundering, counter terrorist financing and/or similar obligations. Nuapay and/or Capita shall be entitled to make and retain copies of all files, correspondence, documents and/or information made available in accordance with this clause;
- e) cooperate fully with any periodic due diligence Nuapay undertakes on behalf of Capita on the Customer to ensure compliance with the law and this Agreement (to be conducted upon reasonable notice, during normal business hours and in a manner that shall not interfere with the normal operation of the Customer's business), including providing any document or information that Nuapay may reasonably request including, but not limited to, completing and returning the Anti-Money Laundering ("AML") questionnaire, providing information on the Customer's beneficial owners and/or copies of internal policies and procedures;
- f) adhere to and agree to be bound by and shall comply and observe in all respects with the rules, terms and standards of the payment schemes ("**Scheme**") being used and which said obligations and business standards which are defined by the various Schemes including, but not limited to, the Single European Payment Area ("SEPA") Direct Debit and Credit

Transfer Scheme Rulebooks (as defined and published by the European Payments Council) and for Sterling transactions the Service User Guides issued by Bacs and Faster Payments

- g) not used;
- h) not used;
- i) act upon and take any necessary actions relating to all rejects, returns and refunds in relation to all payments processed by Nuapay and resolve any disputes directly with the paying customers;
- j) without delay, provide information relating to processed or pending payments and mandates, as well as a copy of any mandate, when requested to do so by Nuapay;
 

keep Nuapay and Capita fully indemnified against all actions, claims, damages, costs and expenses (including reasonable legal fees and expenses on a full indemnity basis) directly incurred, which Nuapay and /or Capita may suffer, sustain or incur with reference to or as a consequence of Nuapay and /or Capita acting on Customer's behalf and processing payments in the relevant payment Scheme, including the Faster Payments Scheme for Nuapay Open Banking service and Bacs for Nuapay Direct Debits Service. Any termination of sponsorship by Nuapay and/or Capita shall not affect Customer's continuing responsibility and liability to either Capita or Nuapay in respect of claims arising in relation to transactions initiated by Customer prior to the date of such termination;
- k) not used;
- l) comply as far as it is reasonable in view of any material constraints with any guidance issued from time to time in relation to risk mitigation whilst processing payments; resolve, any disputes concerning payments directly with the persons paying, and use; reasonable endeavours to inform Nuapay, either directly or via Capita, as soon as is reasonably practicable of any complaints that it receives from persons paying in relation to their payments; and
 

carry out all Customer responsibilities set out in this Agreement in a timely and efficient manner.

#### 5. Proprietary Rights

Customer acknowledges and agrees that Nuapay and/or its licensors or sub-contractors own all intellectual property rights in the Nuapay Services, and any enhancements and modifications to the Nuapay Services shall vest in and be owned wholly by Nuapay.

- a) Nothing in this Agreement limits the liability of the Customer to Nuapay and /or Capita in relation to the Customer's indemnity at Clause 4(k) of this Annex 1.



b) Nuapay and/ or Capita's total aggregate liability to the Customer arising in connection with the performance or contemplated performance of this the Nuapay Services in each year shall be limited to 110% of the Fees paid by the Customer to Capita in the previous twelve (12) months for use of the Nuapay Service.

termination notice by Nuapay and /or Capita will be held in reserve to cover any claims received for unpaid direct debits. The residue of this amount will be transferred to an account specified by Customer two calendar months after the date of termination net of any claims made during this period.

c) Nuapay an/or Capita's total aggregate liability for breach of Clause 2 (**Processing of Personal Data**) in each year shall be limited to 250% of the Fees paid by the Customer to Capita in the previous 12 months for use of the Nuapay Services. Nuapay and/or Capita shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to by Customer , or any actions taken by Nuapay and/or Capita at Customer's direction.

#### 7. Associated Agreements

. Not used

#### 8. Means of complaint

If the Nuapay Services provided by Nuapay do not meet the Customer's expectations, the Customer can send a complaint by email to [support@nuapay.com](mailto:support@nuapay.com). A unique reference will be provided to Customer to allow them to track progress in resolving the issue. The maximum response time from Nuapay will also be communicated to the Customer, as well as the mechanism for escalating said complaint in the event that a satisfactory solution has not been obtained within the allotted time.

#### 6. Term and Termination

a) Nuapay and /or Capita shall be entitled to suspend the processing of any transaction, singularly or as a batch, if a transaction fails any Anti Money Laundering or financial crime checks that Nuapay carries out as part of its regulatory commitments. Nuapay and/or Capita may also suspend the processing of any Customer initiated transaction where Customer has insufficient funds available in their Nuapay account. Notwithstanding any other provisions in this agreement, Nuapay and/or Capita shall cease provision of any Nuapay Services in the event that there are legitimate concerns surrounding Customers, including but not limited to the security of the payment services, the undertaking of any of the activities listed at [www.nuapay.com/restricted\\_activities](http://www.nuapay.com/restricted_activities), or being in breach of the Agreement.

Nuapay may terminate this Agreement in accordance with Clause 11.1.2 of the Master Terms, even if Capita decides not to terminate their Agreement with the Customer.

b) On termination of the Nuapay Services for any reason:

- i. Access to the Nuapay Services will be withdrawn and all Nuapay payment accounts issued to Customer will be closed on the termination date;
- ii. Customer remains liable for a period of thirteen (13) months in the case of SEPA Direct Debit transactions or indefinitely for Direct Debits processed via Bacs after the termination of the Nuapay Services to compensate Nuapay and/or Capita in full for any claims made against Customer resulting from the return of any Direct Debit collection initiated by Customer for any reason; and
- iii. where Customer terminates the Nuapay Services within this Agreement an amount equivalent to 5% of the value of any direct debits collected in the four (4) week period prior to receipt of the

Annex 1

Personal Data and Processing Activity

<p>Subject Matter</p>	<ul style="list-style-type: none"> <li>• Processing for Financial Conduct Authority compliance purposes</li> <li>• Processing Customer Personal Data relating to support</li> <li>• Conversion, implementation and offboarding</li> <li>• Hosting</li> <li>• DevOps</li> <li>• Processing Payments using Payment Services</li> </ul>
<p>Duration of the processing activity</p>	<p>For the duration of the contract unless otherwise stated.</p> <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>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>
<p>Nature and purpose of the processing activity</p>	<ul style="list-style-type: none"> <li>• To validate the identity and conduct required customer due diligence checks to meet our legal obligations required by contracts</li> <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> <li>• Storage of customer data for the provision of any Hosted service, and 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>