

Regulated Schedules of Service

Payment Facilitation Services Contract Schedule 1: Service Description

The **ClearAccept Payment Facilitation Solution** provides a complete solution for card payments acceptance, directly within the relevant **ClearCourse software platform**. This enables you to collect and process card payment Transactions from your customers, using your preferred ClearCourse business software platform.

ClearAccept manage your transaction processing, pay-out schedules and reconciliation. We provide you a Visa & Mastercard approved Payment Card Industry (PCI) Data Security Standard (DSS) Level 1 compliant acceptance and processing platform. Our services are hosted and provided securely in the cloud by AWS. The service includes a Merchant Portal enabling you to observe business Transaction activity.



We include full 3D Secure authentication, where cardholders are prompted for additional information, to reduce your risk of fraud. We also store your cardholder card data securely for optional use in future payments. Reporting via transaction statements is also included.

As a Payment Facilitator, ClearAccept looks after your full merchant lifecycle from on-boarding through to settlement of funds directly to your nominated business bank account. Assistance is provided by your software platform and via our dedicated payments email and telephone support team.

ClearAccept Ltd is authorised and regulated by the Financial Conduct Authority under the Payment Service Regulations 2017 (FRN 926372) for the provision of payment services.



Regulated Schedules of Service

ClearAccept Payment Facilitation Solution Features	
Supported Card Brands	Visa, Mastercard
Supported Card Types	Visa credit, Visa debit, Mastercard credit, Mastercard debit
Channels (each channel provided if selected on the Order Form)	eCommerce Online Payments Mail Order/Telephone Order (MOTO) Payments Face to Face Payments
Transaction Types	Payment, Authorisation, Capture, Refund
3D Secure Authentication	Included
Secure Card Storage	Included
Transaction Reporting	Included
Settlement of Funds	Included
Email Support	Included
Telephone Support	Included

Schedule 2: Service Terms

1 Definitions

- 1.1 **“Application Form”** means the online application form provided by Supplier and completed by Client under which the Client applies for the provision of the Hosted Services;
- 1.2 **“Auditing Party”** means the Supplier, any Payment Scheme Member, any operator or governing authority (or similar body) of a Payment Method and any Regulatory Authority over the Supplier, a Payment Method or a Payment Scheme Member and any of their representatives;
- 1.3 **“Data Controller”, “Data Subject”, “Personal Data”, “Data Processor”, and “Process”** shall have the meaning specified in the Data Protection Legislation; and
- 1.4 **“Data Protection Legislation”** means the Data Protection Act 2018, the Privacy and Electronic Communications Regulations 2003 and any related act or regulation in the UK, including statutory modification or re-enactment of it.
- 1.5 **“Card”** means any Visa or MasterCard, Maestro and any other cards or card based payment instrument (regardless of physical or digital media on or in which the card data is incorporated) included in the Order;
- 1.6 **“Card Not Present Transaction”** means a Transaction where neither the Card nor the Customer is present at the time of the Transaction, including an E-Commerce Transaction and a Mail/Telephone Transaction;
- 1.7 **“Card Present Transaction”** means a Transaction between the Client and a Customer where both the Card and the Customer are physically present at the time of the Transaction;
- 1.8 **“Chargebacks”** means a payment by a Customer that is subsequently reversed due to a refund or chargeback or some other form of revocation provided for under the Rules, the Client's refund policy or the Client Account Terms of Use or required under Laws;
- 1.9 **“Client Account”** means the Supplier's record of the amounts owing by the Supplier to the Client for Transactions submitted to the Supplier under this Contract (less any amounts payable to the Supplier);
- 1.10 **“Client Channels”** means Customer sales channels (including but not limited to the website operated by the Supplier (or any Supplier Affiliate) (as amended and updated from time to time) for the sale of goods and/or services by the Client) as authorised by the Supplier from time to time, subject the Client accepting any relevant additional terms and conditions;

Regulated Schedules of Service

- 1.11 **“Client Information”** means information provided in the Application Form, the Order, and any other information, documents, websites and data (relating to the Client or third parties or otherwise) provided by the Client pursuant to this Contract;
- 1.12 **“Customers”** means any person who purchases, or attempts to purchase, goods or services from the Client via any Client Channel;
- 1.13 **“E-Commerce Transaction”** a Card Not Present Transaction using electronic media in which Card details are transmitted by the Customer to the Client via the internet, or any other public or private network;
- 1.14 **“Fines”** means any and all fines, levies, costs, expenses, charges, assessments or other liabilities of any nature which the relevant Payment Scheme Member or the operator or governing body (or similar body) of a Payment Method requires the Client or the Supplier to pay or which are otherwise directly or indirectly recovered from the Supplier by the Payment Scheme Member or the operator or governing body (or similar body) of a Payment Method at any time and which arise as a result of the Client's breach of this Contract;
- 1.15 **“Illegal Transactions”** means the Client: (a) selling or supplying (or offering to sell or supply) goods or services (including supplying cash) without fully complying with all Laws and Rules applicable to the Client, the Supplier or any Payment Scheme Member; (b) submitting Transactions which are not in accordance with the category of transactions described in the Order or Client Information; (c) submitting Transactions which are not in accordance with any term of this Contract which set out the basis on which the Client shall submit payments or transactions to the Supplier; (d) carrying out any activity which may damage the goodwill of, or reflect negatively on, the Supplier or any Payment Scheme Member; (e) accepting any Transactions using any Card issued in the name or on the account of the Client (or of a partner in, or director, other officer or employee of the Client) or of the spouse, or any member of the immediate family or household of any such person; (f) receiving or transferring funds, or otherwise using the Client Account or the Hosted Services in connection with any illegal, fraudulent or deceptive activity, including for money laundering or terrorist financing; (g) presenting to the Supplier any Transaction Data which was not originated as a result of a Transaction between a Customer and the Client through the Client Channels; or (h) accepting Transactions for goods or services whilst trading under any company or business name other than the Client entity;
- 1.16 **“Mail/Telephone Transactions”** means a Card Not Present Transaction in which Payment Method details are provided to the Client via mail or telephone;
- 1.17 **“Micro-enterprise”** has the meaning given in regulation 2 of the PSRs
- 1.18 **“Payment Method”** means the payment instruments described in the Order which shall be made accessible under this Contract through the Hosted Services to enable Customers to make payments to the Client;
- 1.19 **“Payment Scheme Member”** means, in respect of each Payment Method, the bank, acquirer or other third party which in connection with an arrangement with the Supplier facilitates access to a Payment Method;
- 1.20 **“POS Hire Agreement”** means any separate agreement applying between the Supplier and the Client from time to time for the hire of POS terminals by Supplier to Client to enable the provision of face to face payment services under this Contract;
- 1.21 **“PSRs”** means the Payment Services Regulations 2017;
- 1.22 **“Regulatory Authority”** means any regulatory authority which has responsibility by Law for regulating the Supplier and/or any of its services and products;
- 1.23 **“Remittance”** means the amount due to the Client from the Supplier in respect of any Transactions;
- 1.24 **“Remittance Period”** means the period of time for remittance as initially notified to the Client by the Supplier, as updated from time to time by the Supplier;
- 1.25 **“Reserve”** has the meaning given to such term in paragraph 7;
- 1.26 **“Rules”** means all applicable rules, regulations and operating guidelines issued by the operator or governing authority (or a similar body) of a Payment Method and which are either publicly available or provided by the Supplier to the Client from time to time and as amended and updated from time to time;
- 1.27 **“Transaction Data”** means User Data including documents, data and records of any kind relating to a Transaction (including data relating to Customers) and any other information required under the Rules or by the Supplier for the processing of a Transaction.
- 1.28 **“Transactions”** means any transaction between the Client and a Customer using a Payment Method (including without limitation authorisation, refund, capture, pre-authorisation), as indicated on the Order, Transaction may include Mail/Telephone Transactions, E-Commerce Transactions and Card Present Transactions;
- 1.29 **“Territory”** means the United Kingdom of Great Britain and Northern Ireland;

Regulated Schedules of Service

- 1.30 “**Transunion**” means TransUnion International UK Limited (registered in England and Wales with company number 3961870) the registered office of which is at One Park Lane, Leeds, West Yorkshire, LS3 1EP;
- 1.31 “**Website**” means the website or portal accessed via API both operated by the Supplier (or any Supplier Affiliate) (as amended and updated from time to time) for the provision of the Hosted Services and which hosts without limitation instructions, procedure guides and operating manuals relating to the Service, and excluding any external websites to which the website refers to by way of hyperlink or otherwise;

2 Client account

- 2.1 The Supplier shall provide, and the Client shall use, the Client Account in accordance with this Contract as updated and amended from time to time.

3 Client obligations

- 3.1 The Client represents and warrants to the Supplier that as at the date of this Contract and on an ongoing basis: (a) all of the Client Information provided to the Supplier by the Client from time to time, is true, accurate and complete; (b) it will not do anything which might reasonably be deemed by the Supplier to bring the Supplier or the Hosted Services into disrepute; and (c) it does not intend to use and shall not use the Hosted Services or Client Account for Illegal Transactions.
- 3.2 The Client shall perform its obligations under this Contract in accordance with Laws, in a competent and business-like manner, with due care, skill and diligence and at its own expense.
- 3.3 The Client acknowledges and agrees that acceptance of Transactions originating through a Payment Method is deemed acceptance of the Rules relating to that Payment Method and the Client shall comply with any such Rules in addition to this Contract. In the event of a conflict between the Rules and provisions of this Contract in relation to any Transaction originating through that Payment Method or the provision of another Service related to that Payment Method, the Rules shall take precedence except to the extent that application of the Rules would result in a breach of Laws.
- 3.4 The Client shall throughout the term of this Contract and for such period as may reasonably be required thereafter by the Supplier: (a) open and maintain a Client Account in the Client's name which it shall use in accordance with this Contract; and (b) open and maintain, and provide the details of, a designated bank account in the Client's name (the "Client Bank Account"), for the purposes of receiving Remittances and other payments from, and making payments to, the Supplier.
- 3.5 On an ongoing basis, the Client shall promptly provide to Supplier the current address of each of its offices, all “doing business as” and/or trading names used by the Client, and a complete description of goods and services provided.
- 3.6 In the event of any inconsistency between any provisions of this agreement and any agreement between Supplier and an acquirer, the latter shall prevail to the extent possible. Client agrees to supply to Supplier any information required by an acquirer from time to time and further agrees that Supplier may provide a copy of this Contract to any acquirer from time to time.

4 Client information

- 4.1 The Client shall provide the Supplier with any Client Information that the Supplier or a Payment Scheme Member (via the Supplier) may request to allow assessment of the Client's application, to monitor the ongoing suitability of the Client to receive the Hosted Services, and as may otherwise be required by the Supplier or a Payment Scheme Member in connection with this Contract.
- 4.2 The Supplier may from time to time vary the specifications for Client Information or its criteria for the Client to receive Hosted Services in accordance with paragraph 19.
- 4.3 The Client shall immediately notify the Supplier in writing in the event of any change to any Client Information (including where it is no longer accurate or complete), with full details of such change and any supporting documentation reasonably required by the Supplier.
- 4.4 The Client shall provide (and shall procure that its Client Affiliates provide) any Auditing Party, with such cooperation and access to Client Information, premises, employees and relevant records and books, as the Auditing Party may require for the purposes of: (a) auditing the Client's compliance with the terms of this Contract, Laws and/or the Rules; (b) an Auditing Party

Regulated Schedules of Service

discharging its functions and obligations under Laws and/or the Rules; or the Supplier's on-going risk management processes and procedures.

- 4.5 The requirement of reasonable notice referred to above shall not apply: (a) in the case of urgency or where any Auditing Party suspects fraud on the part of the Client (or a Client Affiliate), in which case no notice shall be required; (b) to the extent a Regulatory Authority, a Payment Scheme Member or an operator or governing authority (or similar body) of a Payment Method requires access or assistance on less or no notice; or (c) to the extent that a Payment Scheme Member or operator or governing authority (or similar body) of a Payment Method has rights (or is expected to have rights) of access on shorter or no notice under the Rules or under any arrangements to which the Supplier or a Supplier Affiliate is party.
- 4.6 The Client hereby authorises and consents to the Supplier obtaining financial statements as required on the Applicable Form and/or Order, including balance sheets and profit and loss accounts relating to the Client and its parent company, and undertaking any other credit and financial reviews and checks on the Client that the Supplier may reasonably require.
- 4.7 The Client agrees to co-operate with the Supplier (and, at the direction of the Supplier, with any Regulatory Authority) in relation to any investigation into any suspected illegal or fraudulent activity, including providing any Transaction Data and other information relating to any Customer. Where requested by the Supplier, the Client shall return to the Supplier any amount that the Client holds to the credit of a Customer that the Supplier suspects is the subject of any such illegal or fraudulent activity.

5 Use of the hosted services

- 5.1 As required by the Payment Scheme Members, the Client is responsible for ensuring that: (a) the description of all goods and/or services offered for sale is complete and accurate; (b) where required by Laws, full details are provided of the Client's delivery, refund and returns policy as applicable to the goods and/or services; (c) Transaction currency is complete and accurate; (d) export or legal restrictions are set out; (e) data protection, privacy policy and security capabilities are all included; (g) the address of the Client's permanent establishment is shown; and (h) any other information required by Law or Payment Scheme Members is provided.
- 5.2 The Client shall comply at all times with the procedures on the Website as updated and amended by the Supplier from time to time, and take all relevant steps required under them and have due regard to all recommendations within them. The Supplier may amend the Website from time to time.
- 5.3 All Transactions accepted by the Client must be in GBP Sterling unless the Supplier has given its prior written consent in writing that payment in other currencies may be accepted by the Client.
- 5.4 The Client shall ensure that it does not use the Hosted Services for Illegal Transactions.
- 5.5 In relation to all Card Not Present Transactions, the Client will make and maintain written records of the Transaction Data collected by or through the Client, for each Transaction submitted to the Supplier, and shall provide such records to the Supplier on request. The Client shall (except to the extent prohibited by Laws) retain such records in a secure manner for a period of one (1) year after termination of this Contract, or such longer period as may be required under Laws.
- 5.6 The Client shall at the Client's own cost be solely responsible throughout the duration of this Contract for the provision and maintenance of all such equipment, software, systems and telecommunications facilities as are required to receive the Hosted Services (including any modification or adjustments to them required as a result of a change under the Master Ts and Cs).
- 5.7 Supplier shall not be liable to Client in respect of any breach of this Agreement caused by any revocation or alteration of any licence, permission, consent or authorisation of a Payment Scheme Member.
- 5.8 Client acknowledges that in order to provide the Hosted Services, Supplier must enter into agreements with networks, processors and Payment Scheme Members.
- 5.9 The Client shall use the Hosted Services only in the Territory.

Regulated Schedules of Service

6 Provision of goods and/or services by the client

- 6.1 The Client shall: (a) at all times comply with all rights and obligations owed to Customers in relation to the provision of goods and/or services by the Client to the Customers; (b) provide its Customers with a clear and fair cancellation, return and/or refund policy (as applicable in the context of the goods and/or services provided by the Client) (which shall include contact numbers and email addresses/support forms and which shall on request by the Supplier be provided to the Supplier by the Client); (c) not ask or require Customers to waive their dispute rights against the Client; (d) appropriately respond to Customer enquiries and have adequate support and infrastructure in place for Customer refund requests.
- 6.2 By submitting Transaction Data to the Supplier, the Client warrants to the Supplier that the related goods, services or other facilities will be supplied in accordance with any agreement between the Client and the relevant Customer.
- 6.3 The Client shall not charge Customers a fee in addition to the normal cash price for goods or services when using a Card unless the Card is: (a) issued by an issuer outside the European Economic Area (EEA) and / or is identified to the Client as a commercial Card; and (b) the charge does not exceed the Client's actual costs in accepting the Card for payment.
- 6.4 The Client acknowledges and agrees that the Supplier does not act as the buyer or seller of goods or services bought or sold by the Client. The Client agrees that any dispute regarding any goods or services purchased or sold by the Client through use of the Hosted Services is between the Client and the third party that sold or the Customer who bought the goods or services, and agrees that the Supplier shall not be a party to any such dispute.
- 6.5 The Client will promptly notify the Supplier if: (a) there is any material change to the Client's business (including any change to its business addresses or the nature of its business), operations or financial position; (b) there are any changes to the information about the Client or the goods and/or services it provides; (c) it changes its return and refund policy; or any changes proposed by it in respect of the Client Bank Account (including the location of the branch at which such account is held).
- 6.6 The Client may be required under the Rules and/or by an operator of a Payment Method or a Payment Scheme Member to enter into an agreement directly with the Payment Scheme Member, in which case, the Supplier may be required to terminate, vary or add additional parties to this Contract. The conclusion of such an agreement does not affect the validity and applicability of the Contract in other parts.

7 Reserve

- 7.1 The Supplier shall have the right to retain in the Client Account a Reserve as specified by the Supplier in accordance with this paragraph 7.
- 7.2 The Supplier, acting reasonably (and having regard to the factors in the paragraph immediately below) reserves the right to set and to change from time to time the value of the Reserve from time to time during the term of this Contract, upon notice to the Client, to address any anticipated risk of loss or liability to the Supplier.
- 7.3 The Supplier may take into account, amongst others, the following factors when determining the amount to be secured in a Reserve: (a) the risk of the Client ceasing or transferring its business or a substantial part thereof; (b) the risk of the Client materially altering the nature of its business; (c) if the Client's business activities carry a higher than normal risk of Chargebacks or other reversals of Client payments; (d) the Client's overall financial standing; (e) the Client having what the Supplier reasonably considers to be extended timeframes for delivery of goods or services to Customers; (f) the risk of the Client becoming insolvent or otherwise unable to pay debts as they fall due; (g) where there are what the Supplier reasonably considers to be a disproportionate number of Client complaints, Chargebacks, Fines, penalties or other liability related to the Client Account or the Client's use of the Hosted Services; or (h) where the Supplier reasonably believes that the Client will not be able to perform its obligations under this Contract.
- 7.4 Without prejudice to the paragraph below, the Reserve shall be held by the Supplier for the term of this Contract.
- 7.5 The Reserve shall remain in place after termination of this Contract for so long as there are residual or contingent liabilities of the Client to the Supplier. The Supplier shall pay to the Client Bank Account any Reserve and the amount of any Remittances not yet due as at the date of termination of this Contract once the Client has discharged all such residual or contingent liabilities. This right is without prejudice to the Supplier's right to deduct or set-off liabilities of the Client from the Reserve or Remittances.

Regulated Schedules of Service

8 Settlement

- 8.1 Subject to the terms of this Schedule and the Master Ts and Cs, the Supplier shall credit the relevant Remittance to the Client Account within the Remittance Period.
- 8.2 The Supplier shall be entitled to deduct amounts equal to the following from any Remittance: (a) any Chargebacks and Fines; (b) any Fees or amounts due to the Supplier under this Contract; (c) any amounts due to the Supplier under any POS Hire Agreement; and (d) any damages, costs, charges, expenses, liabilities, demands incurred and/or which the Supplier reasonably considers shall be incurred by the Supplier as a result of the Client being in breach of this Contract.
- 8.3 In the event that the Supplier has any reasonable suspicion that a transaction is an Illegal Transaction, then the Supplier has the right to suspend the processing of the relevant suspected Illegal Transaction or withhold payment to the Client of the related Remittance until the satisfactory completion of the Supplier of any third party investigation and subject to the granting of any consents to continue the processing or make the payment that may be required under Laws.

9 Payment methods

- 9.1 Where the Client accepts a particular Payment Method (as indicated in the Order) it must accept all cards of this Payment Method regardless of the entity which issues that particular Payment Method (for example, if the Client accepts Visa consumer debit cards, it must accept all Visa consumer debit cards).
- 9.2 The Client must at the time of entering into this Contract and on an ongoing basis be located in the UK or such other jurisdiction as agreed by the Supplier in order to have access to a Payment Method.
- 9.3 As regards any Payment Method, a relevant Payment Method shall cease to be accessible to the Client if the relevant Payment Scheme Member: (a) is no longer supported by the Supplier, such variation not expected in the normal course of business; (b) ceases for any reason to be a member of the relevant Payment Method; or (c) fails to hold the valid licence required by the relevant Payment Method.
- 9.4 If the Client is party to another merchant agreement for the acceptance of certain Payment Method transactions and such other agreement is terminated for any reason, such termination may result in the relevant Payment Method ceasing to be accessible under this Contract.
- 9.5 The Supplier may require any changes and the Client shall make such changes that the Supplier deems necessary or appropriate to ensure that the Client remains in compliance with the relevant Rules governing the use of Intellectual Property Rights of a Payment Scheme Member.
- 9.6 The parties acknowledge that the Supplier's Fees have been based on the Client's forecast processing volumes, which the Client warrants are, to the best of its knowledge, accurate at the date of entering into this Contract. The Supplier shall be entitled to increase the Fees at any time by giving the Client not less than thirty (30) days' written notice if the actual processing volumes fall below the forecast processing volumes, provided that such increase shall be reasonable and proportionate.
- 9.7 If a Payment Scheme Member applies a charge, fee, or fine to the Supplier that arises as a result of the Client's use or misuse of the Hosted Services, the Supplier shall raise a corresponding charge to the Client, which the Client shall pay within 30 days of receipt of invoice.

10 Information security

- 10.1 The Client acknowledges that it is subject to compliance with the PCI DSS and shall comply with (and procure compliance with) PCI DSS and any other data security standards issued by the PCI SSC (or any replacement body), the Payment Scheme Members, and any operator or governing body (or a similar body) of a Payment Method at its cost during the term of this Contract. The Client will, on demand, provide the Supplier with either the relevant Self-Assessment Questionnaire (SAQ) or an Attestation of Compliance (AOC) issued by a Qualified Security Assessor (as defined in relation to such standards) confirming that the Client and any sub-contractor of the Client to which such standards apply, has met such standards.
- 10.2 The Client shall comply at all times with the identification and security policies and procedures (including in the Website) provided by the Supplier to the Client from time to time, and take all relevant steps required therein to minimise the risk of fraud and have due regard to all recommendations therein.

Regulated Schedules of Service

- 10.3 The Client acknowledges and agrees to ensure that communication between the Client and a Customer is exclusively handled using a connection that is secure against data manipulation (e.g. use of TLS 1.2 or greater) in accordance with industry standard protection.
- 10.4 The Supplier acknowledges that, as a PCI DSS Level 1 Service Provider, it is responsible for, and commits to maintaining, the security of cardholder data that the Supplier transmits, processes or stores on behalf of the cardholder.

11 Data protection

- 11.1 The Parties recognise that they shall each be processing Personal Data in connection with the performance of their obligations and/or exercise of their rights under the Agreement and the factual arrangement between them shall dictate the role of each Party (as to Data Controller or Data Processor) in respect of the Data Protection Laws. Notwithstanding the foregoing, the Parties agree and acknowledge that ordinarily where either Party processes Personal Data pursuant to or in relation to the Agreement, that Party will be carrying out the processing for its own purposes, and as such will be a Data Controller under the Data Protection Laws. Each Party shall at all times comply with its respective obligations under all applicable Data Protection Laws to the extent such Data Protection Laws applies to it in connection with the performance of its obligations or exercise of its rights under the Contract.
- 11.2 Further details on how Supplier will process Personal Data are available in Supplier's privacy policy (freely available on request). Client shall inform its Customers of the Supplier's identity and the services it provides under this Contract and shall direct all Customers to Supplier's website and privacy policy (each as updated from time to time) for the purpose of disclosing the data processing hereunder.
- 11.3 For the purpose of providing the Hosted Services, Supplier makes disclosures of Client's and its Customers' Personal Data to third parties including disclosures to credit reference agencies such as TransUnion and to Payment Scheme Members. Client shall check the Supplier's privacy policy from time to time to keep up to date as to such processing and shall, in informing Customers under paragraph 11.2, make up to date disclosures accordingly.
- 11.4 Client acknowledges that in relation to the credit reference agencies and Payment Scheme Members referred to in paragraph 11.3, onward data processing by such entities is carried out by such entities as data controllers in their own right not as data processors of Supplier. To the maximum extent permitted under Laws, Supplier shall have no liability for such onward data processing. Notwithstanding the foregoing, Client authorises Supplier to make such onward data disclosures as needed for the purpose of delivering the Hosted Services hereunder.
- 11.5 Notwithstanding the above, in relation to any Processing of any Personal Data in the User Data, the parties agree that where the Client and/or its users is/are the Data Controller, and Supplier acts only as Data Processor, the parties shall act in accordance with the remaining provisions of this paragraph 11.
- 11.6 The remainder of this paragraph 11 sets out the subject matter, duration, nature and purpose of the processing by Supplier, as well as the types and categories of Personal Data and the obligations and rights of the Client.
- 11.7 The Supplier shall in respect of the Personal Data referred to under paragraph 11.5:
 - (i) process that Personal Data during the term of this Contract only (a) as required by any Regulatory Authority or Laws (b) for the purposes of complying with its rights and/or obligations under this Contract or on the documented written instructions or express authorisation of the Client (which includes this Contract) unless Supplier is required by Laws to otherwise process that Personal Data. Where Supplier is relying on Laws as the basis for processing Personal Data, Supplier shall promptly notify the Client of this before performing the processing required by the Laws unless those Laws prohibit Supplier from notifying the Client;
 - (ii) ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - (iii) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (iv) not transfer any Personal Data outside of the UK and/or European Economic Area unless the prior written consent of the Client has been obtained and there are appropriate safeguards in relation to the transfer;
 - (v) assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach, notifications, impact assessments and consultations with supervisory authorities or regulators;

Regulated Schedules of Service

- (vi) notify the Client without undue delay on becoming aware of a Personal Data breach;
 - (vii) ensure that provisions which are equivalent to those set out in this paragraph 11.711.7 are imposed upon any subprocessor engaged by Supplier (acknowledging that Supplier shall remain primarily liable to the Client for the subprocessor's compliance with such provisions);
 - (viii) inform the Client of any intended additions to or replacements of Supplier's subprocessors;
 - (ix) subject to Clause 7.2(d) of the Master Ts and Cs at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by Laws to store the Personal Data; and
 - (x) maintain complete and accurate records and information to demonstrate its compliance with this Schedule and allow for audits by the Client on reasonable notice and (but without thereby assuming the primary liability of the Client to only issue lawful instructions) immediately inform the Client if, in the opinion of Supplier, an instruction infringes the Data Protection Legislation.
- 11.8 The Client hereby consents to the appointment of Amazon Web Services (AWS) and its sub-processors as sub-processors to Process Personal Data and the Client acknowledges that such processing may take place in the UK and/or EEA on the standard terms of business of AWS.
- 11.9 Subject matter and duration of the processing of Personal Data:
- (i) The subject matter and duration of the processing of Personal Data is set out in this Schedule and is further detailed in Supplier's privacy policy (freely available on request).
- 11.10 The nature and purpose of the processing of Personal Data:
- (i) Such processing, in accordance with the Client's instructions, as is necessary to provide the services pursuant to the Contract, which may include: the collection of data; recording of data; organisation of data; storage of data; alteration of data; retrieval of data; consultation with regard to data; use of data; disclosure of data to permitted third parties; combining data; and/or erasure of data.
- 11.11 The types of Client Personal Data to be Processed:
- (i) The Client may submit Personal Data in the course of using the Services, the extent of which is determined and controlled by the Client in its sole discretion, which may include, but is not limited to Personal Data relating to the following: names; personal contact details; professional contact details; Client staff details provided to receive customer support from Supplier; IP addresses; cookie data; login credentials; and traffic data including web logs.
- 11.12 The categories of Data Subject to whom the Client Personal Data relates:
- (i) The Client may submit Personal Data to Supplier, the extent of which is determined and controlled by the Client in its discretion, and which may include, but is not limited to, Personal Data relating to the following categories of data subjects: Client's employees, business partners and suppliers.
- 11.13 The obligations and rights of the Client:
- (i) The obligations and rights of the Client are set out in this Schedule and is further detailed in Supplier's privacy policy (freely available on request).
- 11.14 The Client agrees that, in its role as Data Controller, it:
- (i) shall ensure that only lawful instructions are issued to Supplier in respect of the Processing of the Personal Data;
 - (ii) shall obtain and maintain throughout the term of the Contract all necessary permissions, consents and authorisations to enable Supplier to process the Personal Data in accordance with the provisions of the Contract;
 - (iii) has reviewed and approved Supplier's technical and organisational measures as being suitable for the Client's purposes before entering into the Contract;
 - (iv) has granted to Supplier general authorisation to sub-contract its Processing of Personal Data to third parties on the terms set out in paragraph 11.7(vii);
 - (v) may be considered to have no objections if it has not advised otherwise in writing within ten (10) days of notification under paragraph 11.7(viii)11.7(viii); and
 - (vi) shall promptly issue its instructions in writing to Supplier, regarding return or deletion of the Personal Data, upon termination or expiry of the Contract (acknowledging the provisions of Clause 7.2(d) of the Master Ts and Cs).
- 11.15 Notwithstanding the confidentiality obligations within the Master Ts and Cs the Client agrees that Supplier may disclose Personal Data relating to the Client and its Customers to any fraud-prevention and credit-reference agencies; and for

Regulated Schedules of Service

assessment, testing (including systems testing) and analysis (including credit or behaviour scoring, statistical market and product analysis and market research)

- 11.16 The Client agrees to indemnify Supplier from and against all Losses suffered by, incurred by or awarded against Supplier arising out of or in connection with any action by any Regulatory Authority or any relevant individual to the extent that such Losses arise out of or in connection with Supplier's compliance with the Client's instructions or authorisations granted to Supplier in accordance with this Contract.

12 Termination and suspension

12.1 Without prejudice to any other rights which Supplier may have under this Contract or at law or in equity, Supplier may (a) terminate this Agreement by giving not less than 60 days' written notice to the Client; or (b) immediately terminate or suspend the whole or part of any or all of this Agreement or the Services by written notice to the Client if:

- (i) the Client breaches any representation or warranty or is otherwise in material breach of this Contract;
- (ii) any Scheme, Regulatory Authority or Payment Scheme Member requests the whole or any part or any or all of the Client Agreements be suspended or terminated;
- (iii) the Client breaches or otherwise fails to comply with any Laws or Rules;
- (iv) there is what the Supplier considers to be a disproportionate amount of Chargebacks at any time;
- (v) the Client's business or conduct is considered by the Supplier to be disreputable or capable of damaging the Supplier's or a Payment Scheme Member's reputation by association;
- (vi) there is a direct or indirect change of control of the Client;
- (vii) the performance by the Supplier of this Contract or any provision hereof which is not severable becoming impossible or unlawful under the provisions of any Laws existing now or hereafter;
- (viii) there is any other change in the Client's circumstances (including a deterioration in or change to the Client's financial position) or in the nature of its business or in the goods and/or services supplied by the Client to Customers which the Supplier considers materially adverse to the continuance of the Hosted Services;
- (ix) Hosted Services are suspended or cease to be provided in whole or in part by a Payment Scheme Member;
- (x) any guarantee or security granted to the Supplier by the Client or a guarantor in connection with this Contract ceases to be enforceable or is withdrawn;
- (xi) the Supplier becomes entitled to terminate any agreement with, or enforce security from, the Client or any Client Affiliate;
- (xii) the Supplier becomes aware of, or reasonably suspects Client is submitting, Illegal Transactions;
- (xiii) the Client uses the Hosted Services in relation to payments for purchases from third parties;
- (xiv) the Supplier would be entitled to terminate this Contract under Clause 6.3 or 6.4 of the Master Ts and Cs;
- (xv) in the event of a Force Majeure Event;
- (xvi) based on the Client Information and any other reasonable information provided or obtained pursuant to this Contract, in the Supplier's reasonable opinion the Client is not suitable to receive the Hosted Services; and/or
- (xvii) Client fails to maintain any required Reserve.

12.2 Further Supplier rights to terminate this Contract and/or suspend Hosted Services are set out in the Master Ts and Cs and such rights shall apply in addition paragraph 12.1 above save where there is any inconsistency in which event the above paragraph 12.1 shall prevail.

12.3 Supplier may temporarily suspend or delay payments to Client and/or the Client Account during its investigation of any issues and/or designate an amount of funds that Client must maintain to protect Supplier against the risk of, amongst other things, existing, potential or anticipated Chargebacks arising under this Contract or other amounts that may be owing to Supplier under this Contract. These Supplier rights also apply where Supplier needs to resolve any pending dispute relating to the Hosted Services and;/or as necessarily to comply with the [Card Scheme Rules], applicable law or court order of if otherwise requested by a Regulatory Authority.

Regulated Schedules of Service

13 Credit reference agencies etc.

13.1 Without prejudice to the generality of paragraph 11.4:

- (i) the Client agrees that Supplier may provide TransUnion and its Affiliates (“TransUnion Information Group”) with Client Information, User Data and Transaction Data to assist with identity verification, prevention of fraud/money laundering, service delivery and process implementation and any other uses agreed by TransUnion and Supplier from time to time. Client is directed to the TransUnion Bureau Privacy Notice, currently available at <http://www.transunion.co.uk/legal-information/bureau-privacy-notice> (or such replacement URL as is notified to the Client from time to time).
- (ii) the Client acknowledges and agrees that, where it is a consumer as defined under relevant Laws, credit checks permitted under this Contract include consumer credit checks and such checks will impact the Client’s credit file.

14 Indemnities

- 14.1 The Client shall indemnify Supplier and Supplier Affiliates and keep Supplier and Supplier Affiliates and the Payment Scheme Members (the “**Indemnified Parties**”) indemnified fully and effectively against any and all Losses which the Indemnified Parties may sustain or incur or which may be brought or established against the Indemnified Parties and which in any case arises out of or in connection with: (a) any material breach by the Client of this Agreement; (b) the Client’s actions or omissions giving rise to actual and/or potential Chargebacks; (c) any Fines; (d) any breach of, or non-compliance by the Client with Laws or Rules; and (e) any claim made against the Indemnified Parties by a third party (including a Customer) arising out of or in connection with Supplier acting upon the direct instructions of the Client
- 14.2 Notwithstanding any contrary provision in the Master Ts and Cs, the provisions of paragraph 14.1 above shall be for the benefit of the Indemnified Parties and shall also be enforceable by Supplier on behalf of itself and on behalf of the Indemnified Parties.

15 Complaints

- 15.1 The Client can make a complaint by contacting Supplier in accordance with the notice provisions of this Contract. Full details of Supplier’s complaints handling procedures are available free of charge on request and are also available at on the Website.

16 Confidentiality

- 16.1 The parties shall comply with the confidentiality provisions of the Master Ts and Cs.
- 16.2 Notwithstanding paragraph 16.1 above, the Client agrees that the above confidentiality provisions shall not apply to Supplier in relation to the Confidential Information of the Client in certain circumstances and that Supplier may disclose the Confidential Information relating to the Client:
- (i) to any Payment Scheme Member if required by the Rules
 - (ii) to any fraud-prevention and credit-reference agencies; and
 - (iii) for assessment, testing (including systems testing) and analysis (including credit or behaviour scoring, statistical market and product analysis and market research).

17 Intellectual property

- 17.1 The parties shall comply with the clause 8 of the Master Ts and Cs.
- 17.2 Supplier grants to the Client during the term of this Contract a revocable non-exclusive, non-transferable licence to display certain logos and trade marks of Supplier or related to Payment Methods as Supplier may from time to time designate, for the sole purpose of advising Customers of the availability of the Hosted Services.
- 17.3 The Client agrees to adequately display the promotional signs and any other materials provided by the Payment Scheme Member or Supplier and to only use names or designs approved in advance by Supplier to indicate that Payment Methods

Regulated Schedules of Service

are accepted for payment and processed by Supplier. The Client shall not use any other material referring to Supplier or any other name associated with the Hosted Services or Payment Methods without the Supplier's prior written consent.

- 17.4 Supplier may terminate, revoke or suspend the licences granted under this paragraph 17 in any circumstances where the Supplier is entitled under this Contract to suspend the Hosted Services or terminate this Agreement.

18 Representations and warranties

- 18.1 Client represents and warrants to the Supplier that as at the date of this Agreement and on an ongoing basis: (a) it will at all times comply with all Laws; (b) it has and will maintain all required consents, licences and permissions to enter into this Contract and to perform its obligations hereunder; (c) it will perform its obligations under this Contract with reasonable skill and care; and (d) it has in place and will maintain adequate policies, procedures, systems and controls to comply with its data protection and confidentiality obligations under this Agreement.
- 18.2 Client represents and warrants to Supplier that as at the date of this Agreement and on an ongoing basis: (a) all of the Client Information provided to Supplier by the Client from time to time, is true, accurate and complete; (b) it will not do anything which might reasonably be deemed by Supplier to bring Supplier or the Services into disrepute; and (c) it does not intend to use and shall not use the Services or Client Account for Illegal Transactions.

19 Variation

- 19.1 Supplier may vary or amend the terms of this Contract. Unless otherwise agreed, any such variation or amendment may be made by notice from Supplier to Client as follows:
- (i) Supplier shall give the Client notice of any proposed variation or amendment to this Agreement (a “**Variation Notice**”) by email.
 - (ii) The proposed variation shall (subject to the below paragraph) come into effect automatically on the date stated in the Variation Notice, such date to be at least two (2) weeks after the date of receipt of the Variation Notice. If the Merchant is a Micro-Enterprise or a Small Charity, the proposed variation shall come into effect on the date stated in the Variation Notice, such date to be at least two (2) months after the date of receipt of the Variation Notice.
 - (iii) The Merchant has the right to terminate this Contract with immediate effect and without additional charge after receiving a Variation Notice and before any variation stipulated in the Variation Notice becomes effective by giving Supplier written notice making reference to the Variation Notice and this paragraph.

20 Revenue Finance

- 20.1 ClearAccept Revenue Finance is provided by Liberis Ltd, Scale Space Building, 1st Floor, 58 Wood Lane London, W12 7RZ (company number: 05654231). ClearAccept Ltd will receive commission from Liberis following a successful referral
- 20.2 By agreeing to Liberis’ Terms and accepting their funding, you consent to Supplier paying out to a bank account operated by Liberis for the purposes of repayment of your funding
- 20.3 You will be expected to operate your business in a way that ensures Liberis receives a minimum monthly amount of up to 3% of the total amount owed to Liberis
- 20.4 Liberis is not authorised or regulated by the Financial Conduct Authority. Your funding is not protected under the Financial Services Compensation Scheme (FSCS), nor will the Financial Ombudsman Service be able to consider a complaint about Liberis. Amounts advanced are subject to status and Liberis’ underwriting process before any offer can be made

Regulated Schedules of Service

Schedule 3: Default Merchant Order Form

CONTRACT DETAILS	
Supplier	means ClearAccept Limited, company number 12334838, whose registered office is at 10-12 Eastcheap, First Floor, London EC3M 1AJ, United Kingdom
Client / Merchant	means the legal entity identified as the merchant and applicant in the Application Form when submitted to the ClearAccept Digital Onboarding Portal.

PAYMENT METHODS AND CHARGES			
Type	Included (Yes/No)	ECOM & MOTO Charge per Transaction	POS Charge per Transaction *
Visa credit	Yes	1.4% + £0.20 + VAT	0.9% + VAT
Visa debit	Yes	1.4% + £0.20 + VAT	0.9% + VAT
Mastercard credit	Yes	1.4% + £0.20 + VAT	0.9% + VAT
Mastercard debit	Yes	1.4% + £0.20 + VAT	0.9% + VAT
Chargebacks & Disputes	Yes	£15.00 + VAT	£15.00 + VAT

- The Supplier offers and charges its payee merchant service charges individually specified for different categories and different brands of payment cards with different interchange fee levels. The Client however hereby requests for the Supplier to charge blended merchant service charges.
- The Supplier provides individually specified information on the amount of the merchant service charges, interchange fees and scheme fees applicable with respect to each category and brand of payment cards – see further at Supplier’s website from time to time and at: <https://www.visa.co.uk/about-visa/visa-in-europe/fees-and-interchange.html#2> and <https://www.mastercard.co.uk/en-gb/vision/terms-of-use/Interchange.html>.
- The Supplier will deduct fees owed by the merchant under this Contract from payouts due to the merchant (i.e. by net settlement) as payouts fall due. The Supplier will invoice the merchant monthly for fees processed in the previous calendar month. Unless otherwise stated, invoices do not require payment as funds are net settled but are made available for your accounting purposes. Supplier may also deduct from such payouts any amounts owed by Merchant to Supplier under any separate POS Terminal Hire Agreement held from time to time.
- Charges will be subject to all relevant taxes, including but not limited to VAT, at the prevailing rate.

Regulated Schedules of Service

REMITTANCE PERIOD		
T+3	UK banking days only, subject to Supplier approval per the terms of this contract	
PAYMENT CHANNELS		
Type	Included (Yes/No)	Charge for Set Up
Mail/Telephone Transactions	Yes	Free of charge
E-Commerce Transactions	Yes	Free of charge
Face-to-Face Transactions	Yes*	Free of charge

* Provision of Payment Services via POS Terminals (i.e. face to face payment services) is subject to Merchant maintaining a separate POS Hire Agreement with Supplier from time to time.