Gateway Schedules of Service

Schedule 1: Gateway Service Description

The ClearAccept Payment Gateway 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 via the Acquirer, using your preferred ClearCourse business software platform.

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.

ClearAccept works with the Acquirer who will settle funds to you directly. Assistance is provided via your ClearCourse software platform and via our dedicated payments email and telephone support team.

ClearAccept Payment Gateway 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

ClearCourse
Working better together™

Future-proof your payments™

Schedule 2: Gateway Service Terms

1   Definitions

1.1   **Applicable Regulations** means all statutes, statutory instruments, laws, regulations, orders, rules, directions, judgments, decisions, recommendations, policy, directives and determinations made by a legislature, regulatory or other public authority with binding effect in force from time to time (having appropriate regard to related guidance and codes of practice issued by a regulatory authority or other public body), applicable to a party and relevant to this Contract;

1.2   **Acquirer** means the third party card acquirer identified as an acquirer in the Order Form, with whom the Client contracts or otherwise has arrangements with, for the provision of payment authorisation and settlement facilities and services;

1.3   **Acquirer Network** means the hardware and software and other equipment used by an Acquirer to transmit and process Transactions;

1.4   **Application Form** means the application form provided by ClearAccept and completed by the Client under which the Client applies to Acquirer for payment authorisation and settlement facilities and services;;

1.5   **Business Day** means any day other than a Saturday or a Sunday or a public or bank holiday in London, England;

1.6   **ClearAccept** means the entity identified as 'Supplier' on the Order Form;

1.7   **ClearAccept Affiliate** means any corporation or other business entity directly or indirectly Controlling, Controlled by or under common Control with ClearAccept from time to time from which the Client may also receive services;

1.8   **ClearAccept Website** means the website or portal accessed via API both operated by ClearAccept (or any ClearAccept Affiliate) (as amended and updated from time to time) for the provision of its 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;

1.9   **Client** means the 'Client / Merchant' identified in the Order Form;

1.10   **Client Access Point** means the Interface that connects the Client System and the Payment Services Network;

1.11   **Client System** means the assembly of equipment used by the Client to process any Transaction in relation to the Services, including any point of sale equipment;

1.12   **Confidential Information** means all confidential information, in whatever form (including written or oral), disclosed by one party to the other, including but not limited to, financial, marketing and personnel information, techniques, processes, trade secrets, know-how, designs, methodologies, schematics, ideas, analyses, statistics, performance information, user documentation, internal documentation, details of planned or current products or services, customer or supplier details, financial records, payment details, Transaction Data, computer records or software, specifications, models, prototypes, compositions, samples or other information that is or may be either applicable to or related in any way to the business or affairs of such party or which is marked confidential or secret. Confidential Information includes the relevant parts of the ClearAccept Website and the contents of this Contract;

1.13   **Control** means, in relation to a body corporate (as defined in the Companies Act 2006), the ability of a person to ensure that the activities and business of that body corporate are conducted in accordance with the wishes of that person, and a person shall be deemed to have Control of a body corporate if that person possesses or is entitled to acquire the majority of the issued share capital or the voting rights in that body corporate or the right to receive the majority of the income of that body corporate or any distribution by it of all its income or the majority of its assets on a winding up, and "**Controlled**" and "**Controlling**" shall be construed accordingly;

1.14   **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;

1.15   **Exit Transfer Point** means the interface that connects the Payment Services Network to the Acquirer Network;

1.16   **FCA** means the Financial Conduct Authority;

1.17 Illegal Transaction means the Client:

(i) selling or supplying (or offering to sell or supply) goods or services (including supplying cash) without fully complying with all Applicable Regulations and Rules applicable to the Client and/or ClearAccept;

(ii) carrying out any activity which may damage the goodwill of, or reflect negatively on, ClearAccept;

(iii) using the Services in connection with any illegal, fraudulent or deceptive activity, including for money laundering or terrorist financing;

(iv) presenting to ClearAccept any Transaction Data which was not originated as a result of a Transaction between a customer and the Client; or

(v) accepting Transactions for goods or services whilst trading under any company or business name other than the Client entity (or Authorised User entity) specified in this Contract;

1.18 **Losses** means any and all losses including claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions and any fine, fee or penalty levied (including those which may be levied by a Payment Scheme Member or Regulatory Authority), together with full investigation, administration and legal costs (on a full indemnity basis) in relation to the same;

1.19 **Order Form** means the ClearAccept Order Form for Payment Gateway Services which refers to these Schedules

1.20 **Payment Method** means the payment instruments described in Schedule 1 and/or the Order Form which shall be made accessible under this Contract through the Services to enable customers to make payments to the Client;

1.21 **Payment Scheme Member** means, in respect of each Payment Method, the bank, acquirer or other third party which in connection with an arrangement with ClearAccept facilitates access to a Payment Method;

1.22 **Payment Services Network** means the hardware, software and other equipment used by ClearAccept for the carriage of Transactions between the Client Access Point and the Exit Transfer Point;

1.23 **PCI DSS Responsibility Matrix** means the written statement which the Client may request ClearAccept to provide from time to time pursuant to Requirements 12.8.5 and 12.9 of the PCI DSS v3.2 (or such later version as may supersede such standard);

1.24 **Regulatory Authority** means any regulatory authority, including the European Commission, European Banking Authority, the Information Commissioner, PCI SSC, Prudential Regulation Authority, FCA, the Bank of England, Payment Systems Regulator and/or HM Treasury, which has responsibility for regulating ClearAccept and/or any of its services and products;

1.25 **Services** means the services provided by the Supplier under this Contract as more particularly described in Schedule 1;

1.26 **Territory** means the United Kingdom and the EEA;

1.27 **Traffic Profile** means the assumptions regarding the volume of Transaction traffic set out in the Order Form as shall be revised from time to time in accordance with clause 3.2;

1.28 **Transactions** means each electronic message, generated by the Client System, arriving at the Client Access Point;

1.29 **Transaction Data** means the data content of each Transaction; and

1.30 In this Contract, unless the context otherwise requires:

(i) the terms "**Personal Data**", "**Data Controller**", "**Data Processor**" and "**Processed**", "**Process**" and "**processing**" shall have the meanings given in applicable Data Protection Legislation.

(ii) capitalised terms not defined in the list of terms set out above shall have the meaning given to them in clause 1 of the MSA Terms and Conditions;

2   Third party arrangements

2.1 In order for the Client to receive the Services from ClearAccept, the Client acknowledges and agrees that it will have in place and maintain a contract with the Acquirer for acquiring services (the "**Acquirer Agreement**") and accordingly the Client acknowledges and agrees to the following terms and conditions in connection with such acquiring services (the "**Acquirer Terms**"):

    (i) Bambora Terms & Conditions for acquiring card transactions at https://www.bambora.com/terms-and-conditions/;

    (ii) Bambora terms as cited in the Client's application form to the Acquirer; and

    (iii) such other terms as may be updated from time to time.

2.2 To the maximum extent permitted by law, the Client acknowledges and agrees that ClearAccept shall not under any circumstances have any liability to the Client in respect of or arising from (i) the Acquirer Agreement and (ii) any acquiring services which the Acquirer provides to the Client.

2.3 Client shall comply with the Acquirer Agreement (as amended from time to time) throughout the term of this Contract.

2.4 The Client acknowledges that any termination of the Acquirer Agreement will prevent it from making substantial use of the Services, but shall not entitle it to terminate this Contract and/or receive any refund under this Contract. This is without prejudice to Client's rights to terminate by notice as set under the MSA Terms and Conditions.

2.5 The Client shall indemnify and hold harmless ClearAccept for all Costs arising from a breach of this paragraph 2, including all Costs associated with handling a compliant or allegation which, if substantiated, would constitute a breach by the Client of this paragraph 2.

3 Services

3.1 Use of the Services shall be limited to use only by the Client in the Territory, save where a narrower territory is specified under a separate agreement for POS terminal provision in which case, in connection use of such POS terminals with the Services, that narrower territory shall apply only in relation to that use. Use of the Service by any third party on behalf of the Client or by the Client on behalf of any third party is expressly prohibited. Resale by the Client of the Service is expressly prohibited.

3.2 The Parties anticipate that the Traffic Profile shall be as stated in the Order Form for the first twelve months of this Contract. In the event that the Client anticipates that the Traffic Profile will materially change, the Client shall provide ClearAccept written advance notice (at least 30 Business Days) of any anticipated change in the Traffic Profile. Where possible, the Client shall use its reasonable endeavours to provide ClearAccept with any advance information (if known) with regards to any anticipated or unusual spikes in usage.

3.3 ClearAccept reserves the right at any time to make any change to, addition to or replacement of any part of the Services and / or Software. Such changes may include: (a) changes to the Services and/or Software to meet new statutory, regulatory, card processing authority mandatory standards and/or PCI DSS requirements or standards; (b) periodic updates and/or corrections of the Services and/or Software including for patching and/or bug fixing and/or other security reasons; and (c) the release of any additional features and/or functions of the Services and/or Software that improve and/or add new functionality to the Services and/or Software.

4 Transaction data

4.1 The Client acknowledges and agrees that ClearAccept is not responsible for the retention of any Transaction records. The Client has sole responsibility for keeping Transaction records as may be required by Applicable Regulations, any Acquirer or third party, or for the purposes of back up, disaster recovery, business continuity, security, or as otherwise may be prudent or necessary or required for its business.

4.2 ClearAccept shall have the right to undertake certain analytical studies of anonymised data derived from Transactions to improve and/or develop its products and/or services for the benefit of its business and/or the generality of its

customers. In no circumstances is Transaction Data made available to any third party, except to the extent necessary to enable ClearAccept to comply with its obligations or exercise its rights under this Contract.

5   Client obligations

5.1   The Client agrees to co-operate with ClearAccept (and, at the direction of ClearAccept, 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 the customer.

5.2   The Client shall comply at all times with the procedures on the ClearAccept Website (including any acceptable use policy available on the ClearAccept Website) as updated and amended by ClearAccept from time to time, and take all relevant steps required under them and have due regard to all recommendations within them. ClearAccept may amend the ClearAccept Website from time to time.

5.3   Unless otherwise agreed in writing that payment in other currencies may be accepted by the Client, all Transactions accepted by the Client must be in GBP Sterling.

5.4   The Client shall promptly report problems of which it becomes aware in respect of the Service in accordance with any fault reporting procedures notified to the Client from time to time by ClearAccept (including via ClearAccept's website).

5.5   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 Services.

6   Representations and warranties

6.1   The Client represents and warrants to ClearAccept that as at the date of this Contract and on an ongoing basis: (a) it will at all times comply with all Applicable Regulations; (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 Contract.

6.2   The Client warrants to the Client that as at the date of this Contract and on an ongoing basis: (a) it will at all times comply with all Applicable Regulations; (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 Contract.

6.3   ClearAccept warrants that the Services shall be PCI DSS compliant.

6.4   If there is a breach of this clause 6, for which ClearAccept is responsible under this Contract and which is promptly notified by the Client in writing to ClearAccept, then ClearAccept shall address or remedy the failure to meet the requirements of this Contract by re-performing the defective part of the Services or taking other appropriate action, at its own expense. The remedy in this clause 6 shall, to the maximum extent permitted under applicable law, be the only remedy available to the Client in respect of any breach of the warranties provided by ClearAccept in respect of any breach of the warranties provided by ClearAccept in this clause 6.

7   Fees

7.1   Unless specified on the Order Form or otherwise agreed with ClearAccept in writing, the Client acknowledges and agrees that the Fees will be deducted by Acquirer from any settlement monies relating to a Transaction.

7.2   In the event that such Fees are not deducted by the Acquirer, then ClearAccept reserves the right to invoice the Client for the Fees and the Client shall pay all invoices received from ClearAccept in full within 30 days from the date of the invoice.

7.3   ClearAccept reserves the right to vary the Fees and/or introduce new charges in addition to the Fees, with such change to be effective immediately after such change is notified to the Client by ClearAccept. ClearAccept shall use reasonable endeavours to give at least 30 days notice of any such variation provided that this shall not apply in circumstances where ClearAccept makes such variation due to factors outside its control such as regulatory change and/or third party or supplier pricing changes.

7.4   ClearAccept reserves the right to suspend or limit the Services pending full payment of any outstanding claims, charges, penalties or costs by the Client.

8   Intellectual property rights

8.1   The Intellectual Property provisions at clause 5 of the MSA Terms and Conditions shall apply to this schedule.

9   Termination and suspension

9.1   Additional termination rights are set out within the MSA Terms and Conditions.

9.2   Without prejudice to any other rights or remedies which ClearAccept may have under this Contract or at law or in equity, ClearAccept may immediately terminate or suspend the whole or part of any or all of this Contract 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)   the Client breaches or otherwise fails to comply with any Applicable Regulations;

(iii)   the Client breaches or otherwise fails to comply with any relevant rules or terms of the Acquirer, any Regulatory Authority, any Payment Scheme Member, any card scheme (including but not limited to Visa and Mastercard) or any ClearAccept supplier.

(iv)   the performance by ClearAccept of this Contract or any provision hereof which is not severable becoming impossible or unlawful under the provisions of any Applicable Regulations existing now or hereafter;

(v)   ClearAccept becomes aware of, or reasonably suspects Client is submitting, Illegal Transactions;

(vi)   the Client breaches the terms of the Acquirer Contract; and/or;

(vii)   the Acquirer, any Regulatory Authority, any Payment Scheme Member, any card scheme (including but not limited to Visa and Mastercard) or any ClearAccept supplier requests that ClearAccept terminate this agreement (e.g. on the basis of Client's conduct in respect of any such third party or its rules).

10   Liability

10.1   Liability provisions are set out at clause 10 of the MSA Terms and Conditions. In addition to those provisions, this clause shall apply.

10.2   Except as expressly set out in this Contract, all conditions, warranties, and representations, expressed or implied by (a) statute; (b) common law; or (c) otherwise, in relation to the Services and/or Software, including any warranty of fitness for a particular purpose, merchantability and non-infringement, are hereby expressly disclaimed except to the extent that they cannot be disclaimed under Applicable Regulations.

10.3   The Client agrees to indemnify ClearAccept from and against all Losses suffered by, incurred by or awarded against ClearAccept 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 ClearAccept's compliance with the Client's instructions in accordance with this Contract.

11 Consequences of termination

11.1 If this Contract expires or is terminated for any reason:

(i) the Client shall immediately pay ClearAccept all amounts owed by the Client under this Contract;

(ii) the Client shall immediately cease using the Services.

(iii) any licences granted by ClearAccept pursuant to this Contract shall terminate and the Client shall immediately cease using the ClearAccept IPR and, within thirty (30) days of the expiry or termination of this Contract return or, if requested by ClearAccept, destroy all copies of the ClearAccept IPR in the Client's control and provide written confirmation of the same to ClearAccept.

(iv) neither party shall be released from any liability or right of action which at the time of expiry or termination has already accrued to either party hereto or which may thereafter accrue in respect of any action or omission prior to such expiry or termination.

(v) other than as expressly permitted under this Contract, each party shall forthwith cease to use any Confidential Information of the other and shall at the request of the other party destroy or permanently erase, all copies of Confidential Information in its possession or control (unless that party is required to retain copies for the purpose of providing information to any Regulatory Authority or complying with any Applicable Regulations); and

(vi) expiry or termination will not affect any provision of this Contract that is intended to come in to force or continue in force following expiry or termination of this Contract and any rights and obligations expressed to survive expiry or termination in any other provision of this Contract.

12 Data protection and confidentiality

12.1 In relation to the Processing of any Personal Data in the User Data and/or Transaction Data, the parties agree that the Client and/or its user(s) is/are the Data Controller, and ClearAccept is the Data Processor.

12.2 This paragraph 12 sets out the subject matter, duration, nature and purpose of the processing by ClearAccept, as well as the types and categories of Personal Data and the obligations and rights of the Client.

12.3 The Supplier shall in respect of such Personal Data:

(i) process that Personal Data during the term of this Contract only (a) as required by any Regulatory Authority or Applicable Regulations (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 ClearAccept is required by Laws to otherwise process that Personal Data. Where ClearAccept is relying on Laws as the basis for processing Personal Data, ClearAccept shall promptly notify the Client of this before performing the processing required by the Laws unless those Laws prohibit ClearAccept 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;

(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 12.3 are imposed upon any subprocessor engaged by ClearAccept (acknowledging that ClearAccept 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 ClearAccept's subprocessors;

(ix)   subject to Clause 7.2(e) of the MSA Terms and Conditions 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 ClearAccept, an instruction infringes the Data Protection Legislation..

12.4   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.

12.5   The Client accepts that its contract with the Acquirer shall govern the processing of Personal Data in the User Data and/or Transaction Data by the Acquirer and that Acquirer is not a sub processor of ClearAccept. Client hereby authorises Supplier to share User Data and/or Transaction Data with Acquirer as required to enable Supplier to deliver and Client to receive the Services under this Contract. In relation to such data sharing: (a) Supplier assumes no liability to Client in relation to any processing of such shared data by the Acquirer and (b) Client accepts that such sharing is hereby expressly authorised and is not a violation of the data processing or confidentiality provisions of this Contract.

12.6   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 ClearAccept's privacy policy (freely available on request).

12.7   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.

12.8   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: Transaction Data including card and cardholder data (such as cardholder name, card expiry date, cardholder date of birth, card number, etc.); 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.

12.9   The categories of Data Subject to whom the Client Personal Data relates:

(i)   The Client may submit Personal Data to ClearAccept, 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: the Client's customers including cardholders, Client's employees, business partners and suppliers.

12.10   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 ClearAccept's privacy policy (freely available on request).

12.11   The Client agrees that, in its role as Data Controller, it:

(i)   shall ensure that only lawful instructions are issued to ClearAccept 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 ClearAccept to process the Personal Data in accordance with the provisions of the Contract;

(iii)   has reviewed and approved ClearAccept's technical and organisational measures as being suitable for the Client's purposes before entering into the Contract;

(iv)   has granted to ClearAccept general authorisation to sub-contract its Processing of Personal Data to third parties on the terms set out in paragraph 12.3(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 12.3(viii); and

(vi)   shall promptly issue its instructions in writing to ClearAccept, regarding return or deletion of the Personal Data, upon termination or expiry of the Contract (acknowledging the provisions of Clause 7.2(e) of the MSA Terms and Conditions).

12.12   Notwithstanding the confidentiality obligations within the MSA Terms and Conditions the Client agrees that ClearAccept may disclose the Confidential Information relating to the Client to any fraud-prevention and credit-reference agencies; and for assessment, testing (including systems testing) and analysis (including credit or behaviour scoring, statistical market and product analysis and market research

12.13   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.

13   Information security

13.1   For the purposes of Requirements 12.8.2 and 12.9 of PCI DSS, ClearAccept acknowledges that it is responsible for the security of cardholder data submitted by the Client to ClearAccept and which is transmitted by ClearAccept on the Client's behalf into the Payment Services Network, in accordance with the PCI DSS Responsibility Matrix and to the extent it could impact on the security of the Client's cardholder data.

13.2   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 ClearAccept with the relevant Self-Assessment Questionnaire (SAQ), Attestation of Compliance (AOC) and/or quarterly ASV scans, where relevant, 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.

13.3   The obligations of ClearAccept as set out in this clause 13 are strictly subject to the Client complying with the terms of this Contract together with any instructions, guidance, policies and procedures as ClearAccept may make available to the Client from time to time. ClearAccept shall have no liability in respect of this clause 13 where any breach of PCI DSS arises as a result of the acts or omissions of the Client.