



PAYMENT PROCESSING AGREEMENT (VERSION 210810)

This Payment Processing Agreement (this "Agreement") is entered into by

- (1) you (the "Merchant")
- (2) Vesta Merchant Services Limited, a company incorporated in England and Wales (registered number 0710815) whose registered office is at Gladstone House, Hithercroft Road, Wallingford, England, OX10 9BT. Vesta Merchant Services Limited are authorised as an authorised payment institution by the FCA under FCA firm reference number: 784165 ("VESTA") and
- (3) the Acquirer, as defined below.

Acquirer is entering into this Agreement for the purpose of satisfying its obligations under the Payment Scheme Rules. By entering into this Agreement, Acquirer is fulfilling the obligation under the Payment Scheme Rules, requiring a direct contractual relationship between Acquirer and Merchant, and Merchant is agreeing to comply with the Payment Scheme Rules. DNAP enters into the Agreement for itself and, in respect of the Acquiring Services provided by the TPPPs, as agent for and on behalf of the TPPPs.

1. DEFINITIONS

- 1.1. In the Agreement, the following expressions (whether used in plural or singular form) have the following meanings, unless otherwise specified or the context otherwise requires:

Acquirer	means DNAP and TPPPs (where the context shall permit or require);
Acquiring Services	means the services provided by the Acquirer to enable the Merchant to accept Transactions, in accordance with the Payment Scheme Rules, made by any applicable Payment Method;
API	means the Application Programming Interface (being a set of routines, protocols and tools) developed by DNAP to provide some or all of the Services to the Merchant via a secure internet connection between the Merchant's system and DNAP's system;
Applicable Laws	means, in respect of a party, all applicable laws, treaties, regulations and conventions and all applicable rules, regulations, codes of practice and requirements of any Regulatory Bodies (including the Payment Scheme Rules, the PCI DSS and the FCA Rules) in any jurisdiction to which that party is subject, in each case for the time being in force (and including, for the avoidance of doubt, anti-money laundering, anti-terrorism, anti-tax evasion, tax and consumer protection laws, the Data Protection Legislation, the Payment Services Directive (2015/2366/EU), the PSR and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017);
Authorisation	means the process whereby the Merchant seeks or obtains (as applicable), at the time of the relevant Transaction, confirmation from the Card Issuer (directly or indirectly) that the relevant Card may be used for the purposes of such Transaction;
Business Day	means a day other than Saturday and Sunday on which banks are open for business in the UK;
Card	means any form of a valid, unexpired credit, debit, charge, purchase or other payment Card issued by a Card Issuer under a Payment Scheme;



Card Issuer	means a financial institution which issues Cards to Cardholders under the authority of the relevant Payment Scheme;
Card Number	means a number that identifies a Card in order to process a Transaction;
Card Transaction	means a Transactions utilising or involving a Card;
Card-Not-Present Transaction	means a telephone order, mail order, Ecommerce Transaction or any other Card payment conducted at any Online Outlet or where neither the Card nor the Cardholder is present at the relevant Retail Outlet;
Cardholder	means a Person who or which is the authorised user of a Card;
Chargeback	means has the meaning given to such term in clause 12.1;
Chargeback Costs	means any costs which are incurred (or are to be incurred) by the Acquirer or an Acquirer incur in connection with the relevant Chargeback;
Contactless Transaction	means a Card Transaction for an IC Card using near-field communication technology;
Contactless Transaction Limit	means the limit set by any applicable Payment Scheme from time to time for the value of a Contactless Transaction;
Controller	has the meaning set out in the GDPR;
Core IPR	has the meaning set out in clause 23.2;
Credit	means any credit to be made to a Customer's account by the Merchant by way of Refund or for the resolution of a dispute or complaint with a Customer;
Credit Voucher	means a document issued for the purpose of recording a Credit, in the form provided or approved by the Acquirer from time to time;
Customer	means a Person (including a Cardholder, where the context permits) who or which has ordered goods and/or services from the Merchant, where payment for such order is to be received by the Merchant through use of the Acquiring Services;
Data	means documents, data and records of any kind relating to Transactions (including, for the avoidance of doubt, data relating to Cards and Personal Data relating to Customers);
Data Protection Legislation	means any applicable laws relating to the protection of personal data and privacy in force from time to time, including (i) the GDPR; (ii) the Data Protection Act 2018; and (iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426);



Developed IPR	has the meaning set out in clause 23.3;
DNAP	means DNA Payments Limited, a company duly incorporated under the law of England and Wales, registration No 11154668, whose registered office is at 123 Buckingham Palace Road, London, England, SW1W 9SH and authorised as a payment institution for the provision of certain payment services by the Financial Conduct Authority (with firm reference number 806630);
DNAP Acquiring Services	means such of the Acquiring Services as are provided by DNAP, as notified by DNAP to the Merchant from time to time;
ECommerce Transaction	means a Transaction undertaken via the internet using a terminal, personal computer or any other mode of electronic communication;
Effective Date	means the date on which DNAP notifies the Merchant in writing directly or via VESTA that the Merchant has been approved for the Services (or, if applicable, such later date as is specified by DNAP in such notification as being the date on which the Services are to commence);
FCA	means the UK Financial Conduct Authority (and its successors from time to time);
FCA Rules	means the applicable rules contained in the FCA Handbook of rules and guidance and any other applicable rules or guidance issued from time to time by the FCA;
Fees	means the fees payable by the Merchant to the Acquirer for the provision of the Acquiring Services, expressed as a percentage of the gross amount of each Transaction and other fees for the Services, as set out in the Order Form (or as may be increased from time to time pursuant to clause 34);
Fines	means any and all fines, levies, costs, expenses, charges, assessments or imposition of liabilities of any nature which a Payment Scheme, a Card Issuer, an Acquirer or a Regulatory Body requires the Merchant or an Acquirer to pay or which are otherwise directly or indirectly recovered from the Merchant or an Acquirer by a Payment Scheme, a Card Issuer, an Acquirer or any Regulatory Body at any time and which relate to any aspect of the Acquirer's relationship with the Merchant (including in connection with the Transactions and the provision of the Services);
Floor Limit	has the meaning set out in clause 9.1.2;
GDPR	means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the United Kingdom by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);
IC Card	means a Card bearing a chip or other electronic component designed to perform processing and/or memory functions;



Indemnified Parties	means the Acquirer, TPPPs, the Payment Schemes and the Card Issuers;
IPR	means all intellectual property rights, including patents, trademarks, design rights (whether requiring registration or otherwise), applications for any of the foregoing, copyright, database rights, know-how, trade secrets, trade or business names, domain names and any similar rights in any country whether currently existing or created in the future, together with the right to sue for and recover damages or other relief in respect of infringements of any of them;
Losses	means any actions, claims, damages, demands, expenses (including legal fees and court fees), losses and liabilities made against, suffered, incurred or paid by the Indemnified Parties;
Merchant Bank Account	means the bank account nominated by the Merchant for the purpose of receiving payments from VESTA or DNAP as the case may be and making payments to DNAP in connection with the Agreement, as set out in the Order Form or such other bank account as may be agreed by DNAP from time to time in accordance with clause 18.3 Error! Reference source not found. ;
Merchant Liabilities	means any existing, future, actual, contingent or potential debt or liabilities of the Merchant to an Acquirer and/or the Payment Schemes (in each case, whether in connection with the Agreement or any other agreement and whether liquidated or unliquidated and irrespective of the currency of its denomination), including any unpaid Merchant Service Charges, Chargebacks and Refunds or other debt or liability arising out of or in connection with any Transactions);
Online Outlet	means the Merchant's website (and any other online, electronic, mobile or other medium for conducting sales or transactions by remote means) operating in the Permitted Country where the Merchant sells goods and/or services and utilises a Payment Method to accept payments for goods and/or services;
Order Form	means the order form, incorporating this Agreement, which is submitted to VESTA (including via online means) by or on behalf of the Merchant in respect of its application for the Acquiring Services;
Outlets	means the Online Outlets and the Retail Outlets;
Payment Method	means a method of enabling the Merchant to accept payments by Customers (including by means of any Card, telecommunication, digital or IT device or software, online and offline bank transfer, direct debits offered by Payment Schemes or similar), in each case as may be authorised by the Acquirer to the Merchant in writing from time to time;
Payment Scheme	means any Person which regulates, governs, oversees, provides and/or facilitates the provision of a Payment Method (including, as applicable, Visa, Mastercard, Diners Club International, and such other Persons as may be notified by the Acquirer or VESTA to the Merchant in writing from time to time);
Payment Scheme Marks	means any words, names, logos, trade names, distinctive signs, logotypes,



trademarks, service marks, trade designations, and other designations, symbols and other marks which the relevant Payment Scheme owns, manages, licenses, or otherwise controls;

Payment Scheme Rules	means all applicable rules, by-laws, regulations and operating guidelines issued by the Payment Schemes from time to time in place relating to the Services, Cards, Transactions, Payment Methods and any payments or processing of Data relating thereto;
Payment System	means all equipment, software, technical standards and procedures used by the Merchant (and the Merchant's Personnel or other applicable third parties) in respect of Transactions and the electronic extraction, retention, storage, transmission or other processing of Data in connection with the Agreement;
PCI DSS	means the Payment Card Industry Data Security Standards, as released or updated from time to time by the Payment Card Industry Security Standards Council (or any successor organisation);
Permitted Country	means the United Kingdom;
Person	means any individual, corporation, firm, unincorporated association (whether or not having separate legal personality), government, state or agency of a state and joint venture or any other natural or legal person (including the legal and personal representatives, successors and permitted assigns of any of the foregoing);
Personal Data	has the meaning set out in the GDPR;
Personnel	means, in respect of a party, any and all employees, officers, agents, contractors, consultants, advisers and/or representatives of such party;
PIN	means a 'Personal Identification Number', being a numeric code which is used as a means of Cardholder identification for a Card Transaction;
Portal	means the Merchant's online portal which is provided by or on behalf of DNAP for use by the Merchant in connection with the Agreement and the provision of the Services;
Privacy Policy	means the Acquirer's privacy policy at https://dnapayments.com/page/privacy-policy (as may be updated from time to time);
Procedure Guide	means any procedure guide or other instructions provided by the Acquirer or to the Merchant relating to the processing of Transactions and/or the use of Payment Methods (including as may be varied, appended or updated from time to time);
Processing	has the meaning set out in the GDPR (and Process, Processes and Processed shall be construed accordingly);



Processor	has the meaning set out in the GDPR;
Protected Data	has the meaning set out in Schedule 1;
PSR	means The Payment Services Regulations 2017, as amended from time to time;
Reason Code	has the meaning set out in clause 3.2.2.3;
Refund	means the reimbursement of all or part of the value of a Transaction to a Customer by such means as shall have been approved by the Acquirer, which represents the complete or partial reversal of a Transaction with the intention of crediting the Customer's account;
Regulatory Body	means the FCA, the Payment Schemes, the European Payments Council, the European Commission, the European Central Bank, any applicable banking, Settlement or clearing system and any governmental body or other regulatory authority having jurisdiction over a party (including its rights or responsibilities under the Agreement), any Acquirer;
Remittance	means payment by VESTA to the Merchant of Settlement, after deduction of the amounts referred to in clause 19.1;
Retail Outlet	means the place of business of the Merchant located in the Permitted Country and any other venue located in the Permitted Country where the Merchant sells goods and/or services and utilises a Payment Method to accept payments for goods and/or services (other than any Online Outlet);
Rolling Reserve	means an amount withheld by the Acquirer from Settlement to guarantee payment of the Merchant Liabilities;
Rolling Reserve Rate	means the percentage of the Settlement received by Acquirers from the Payment Schemes which Acquirer shall be entitled to deduct from Settlement;
Sale Goods	the goods supplied or to be supplied by the Merchant which are the subject of a Sale Transaction;
Sale Items	the Sale Goods and the Sale Services;
Sale Services	the services supplied or to be supplied by the Merchant which are the subject of a Sale Transaction;
Sale Transaction	means a sale of goods and/or services supplied or to be supplied by the Merchant to a Customer which is paid for by a Payment Method;
Sales Draft	means the form of invoice used by the Merchant for the purpose of completing and recording a Sale Transaction (including the amount payable by the Customer), in the form provided or approved by the Acquirer from time



to time;

Services	means the Acquiring Services and/or other services provided by the Acquirer in connection with this Agreement (as the context shall permit or require);
Settlement	means the sums representing funds received by the Acquirer (and which were received by the Acquirer from the Payment Schemes) in respect of Transactions (where applicable, after deduction of any Refunds, Chargebacks or other permitted deductions in accordance with the terms of the Agreement) and Settle shall be construed accordingly;
Software	means the collective set of programs and data developed and/or operated by or on behalf of DNAP and provided to the Merchant so that it can receive the relevant Services;
Stop List	means: (i) such list as may be supplied by the Acquirer to the Merchant from time to time, containing particulars of lost, stolen, misappropriated, blocked and/or cancelled Cards; or (ii) any other communication or advice (in whatsoever form) issued or made available by or on behalf of the Acquirer to the Merchant from time to time indicating that a Card is lost, stolen, cancelled, misappropriated, blocked or cancelled or that a Card is otherwise invalid or that it should not otherwise be accepted by the Merchant in respect of any Transaction;
Terminal Receipt	means a receipt printed in respect of each Transaction conducted through an electronic data capture device;
Third Party Payment Partner ("TPPP")	means a financial institution that is authorized by a Payment Scheme to enable the use of a Payment Method by accepting submitted Transactions, routing these to the Payment Scheme or Issuers and collecting and paying out the resulting funds to the Merchant;
Trading Limit	has the meaning set out in clause 9.1.1;
Transaction	means: (a) any use of a Card: (i) to purchase goods or services; (ii) to obtain cash; (iii) to make a payment to a third party; (iv) to transfer value to another card or account; or (v) for the purposes of loading credit or other value (whether on issue or initial distribution or by way of 'top up') to a Card; (b) any other payment transaction which is effected using a Payment Method; (c) any other transaction or associated activity involving a Card, including Authorisations, Refunds, Chargebacks; and/or (d) rejections of attempted Transactions (in each case, as the context shall permit or require);
Transaction Data	means data relating to a Transaction and the associated Sales Draft, Terminal Receipt, Credit Voucher or other documentation relating to such Transaction, submitted or to be submitted by the Merchant to the Acquirer in accordance with clause 13.1; and
UK	means the United Kingdom.

- 1.2. References to the Agreement or to any other agreement or document referred to in this Agreement mean the Agreement or such other agreement or document as amended, varied, supplemented, modified or



novated from time to time.

- 1.3. In this Agreement (unless the context otherwise requires):
- 1.3.1. the words “including” and “include” and words of similar effect shall be deemed to have the words “without limitation” following them;
 - 1.3.2. the words “other” and “otherwise” are illustrative and shall not limit the sense of the words preceding them;
 - 1.3.3. the use of any gender shall include all genders;
 - 1.3.4. a reference to “writing” or “written” includes faxes but excludes emails;
 - 1.3.5. words importing the singular shall include the plural and vice versa;
 - 1.3.6. references to a “month” shall mean a calendar month;
 - 1.3.7. references to a numbered clause are to a clause of this Agreement so numbered;
 - 1.3.8. references to a numbered Schedule are to a schedule to this Agreement so numbered and references to a numbered paragraph are to a paragraph in the relevant Schedule so numbered (or to the Schedule in which such paragraph reference appears if no other Schedule is referred to);
 - 1.3.9. references to a “party” mean a party to the Agreement and references to the “parties” shall be construed accordingly;
 - 1.3.10. any obligation on a party to do something includes an obligation on that party to ensure that, if and to the extent applicable, its Personnel do that thing;
 - 1.3.11. any obligation on a party not to do something includes an obligation:
 - 1.3.11.1. not to agree or allow that thing to be done; and
 - 1.3.11.2. to procure that, if and to the extent applicable, its Personnel do not do that thing and do not agree or allow that thing to be done; and
 - 1.3.12. any reference to any legislative provision is a reference to it as it is in force from time to time (taking account of any amendment, extension or re-enactment) and includes any subordinate legislation for the time being in force made under it.
- 1.4. The Schedules to this Agreement form part of the Agreement) and shall have full force and effect as if set out in the body of this Agreement and any reference to this Agreement shall include the Schedules. In the event of any inconsistency between the provisions of the Schedules and the provisions of the Agreement, then the latter shall prevail (save in respect of Schedule 1, which shall prevail over this Agreement with regard to the parties' obligations relating to the Processing of Protected Data). In the event of any inconsistency between the provisions of the Payment Scheme Rules and the provisions of this Agreement, then the provisions of the Payment Scheme Rules shall prevail.
- 1.5. The headings in this Agreement are for ease of reference only and shall not affect their construction or interpretation.

2. THE SERVICES

- 2.1. Starting from the Effective Date VESTA shall:
- 2.1.1. collect and/or receive the funds from the Acquirer;



- 2.1.2. safeguard the funds in accordance with the requirements of the PSR;
- 2.1.3. reconcile: (i) the information routed to the Acquirer with the information processed by the Acquirer, and communicated to VESTA; (ii) the records and accounts of the entitlement of the Merchant to relevant funds with the records and accounts of the amounts safeguarded; and (iii) VESTA's internal records and accounts with those of the banking partners safeguarding the relevant funds;
- 2.1.4. handle the funds related to refunded or disputed Transactions, and supporting the representation of disputed Transactions upon the request of the Merchant;
- 2.1.5. be responsible for effecting Remittances in accordance with the terms of the Agreement (and for the avoidance of doubt no Settlement shall be payable to the Merchant by any Acquirer); and
- 2.1.6. be the Merchant's primary contact point for any queries which the Merchant may have in relation to the Acquiring Services and the Agreement, including first-line support in respect of:
 - 2.1.6.1. any general queries relating to Transactions, Settlement or Remittances;
 - 2.1.6.2. any technical support which the Merchant may require in connection with the Acquiring Services; and
 - 2.1.6.3. any queries or technical support which the Merchant may require in connection with the Payment Methods.
- 2.2. For the avoidance of doubt but without prejudice to any other provisions of this Agreement, the Services shall only relate to (and Merchant shall only process or accept) such Transactions (and only in the Permitted Countries and in the Currency), at such Outlets and using such Payment Methods and Payment System which (in each case) are expressly authorised by the Acquirer from time to time.
- 2.3. Starting from the Effective Date the Acquirers shall provide the Acquiring Services:
 - 2.3.1. in accordance with the relevant provisions of the Agreement;
 - 2.3.2. with reasonable care and skill; and
 - 2.3.3. in accordance with Applicable Laws.
- 2.4. The Acquirer shall give at least 30 days' written notice of any withdrawn or discontinued:
 - 2.4.1. Card or Payment Method;
 - 2.4.2. Support in respect of any Card or Payment Method;
 - 2.4.3. Currency; and/or
 - 2.4.4. Permitted Country,

except where such notice is not reasonably possible given the cause for the relevant decision (in which case lesser notice or no prior notice may be given). The Acquirer shall use reasonable endeavours to offer the Merchant an alternative for any discontinued Payment Method.
- 2.5. Notwithstanding other provisions of this Agreement, DNAP may suspend provision of the Services (or any part thereof) with immediate effect:
 - 2.5.1. for operational reasons such as repair, maintenance, improvement provided that DNAP shall endeavour to give the Customer as much as notice as is reasonably possible before doing so and shall restore the Service as soon as reasonably practicable following any such suspension;



- 2.5.2. where the integrity of DNAP systems and software may be at risk of compromise;
- 2.5.3. where the system or operation of any third party may prove a risk to operation or security of the Services or DNAP's wider operations or regulatory obligations;
- 2.5.4. if the Merchant fails to comply with Procedure Guides.

3. MERCHANT INFORMATION

- 3.1. The information in the Agreement and obtained in accordance with clause 3.2 relating to the Merchant, together with other information obtained about the Merchant and its Personnel in connection with the Agreement, may be used and disclosed by the Acquirer for various purposes as set out in the Agreement (including in accordance with clauses 3.3, 3.4 and 3.4.5) and, where the information comprises Personal Data, the Privacy Policy (in each case, including after termination of the Agreement for any reason).
- 3.2. The Merchant acknowledges and agrees that:
 - 3.2.1. the Acquirer shall be entitled to obtain and use any and all information provided by or on behalf of the Merchant to the Acquirers or the Payment Schemes in connection with the Agreement as though such information was also provided directly to the Acquirer as part of the Agreement;
 - 3.2.2. some or all of the Payment Schemes or Acquirers may:
 - 3.2.2.1. operate databases containing information regarding the conduct of Transactions by the Merchant;
 - 3.2.2.2. record and monitor any breach by the Merchant of its duties in respect of Data;
 - 3.2.2.3. categorise undesirable acts and omissions of the Merchant under certain codes (each such code being a **Reason Code**);
 - 3.2.3. the Payment Schemes shall be entitled to notify the Acquirer of any of information referred to in clause 3.2.2, including notification of Reason Codes and information associated with such Reason Codes;
 - 3.2.4. any of the foregoing information may be used and disclosed by the Acquirer for any of the purposes set out in the Agreement (including in accordance with clauses 3.3, 3.4 and 3.4.5) and, where the information comprises Personal Data, the Privacy Policy (in each case, including after termination of the Agreement for any reason).
- 3.3. In addition to any provisions of the Privacy Policy pertaining to any Personal Data relating to the Merchant and its Personnel, the Acquirer may use and share the Merchant's information (including regarding the Merchant, the Merchant's business, the Merchant's conduct relating to the Agreement or the operations and activities contemplated by it and details of Transactions) with any Acquirer, any the Acquirer Group Companies, the Card Issuers, the Payment Schemes, any Regulatory Bodies and credit reference agencies to help the Acquirer and/or them:
 - 3.3.1. manage and assess information security;
 - 3.3.2. manage and assess financial and insurance risks;
 - 3.3.3. recover debt;
 - 3.3.4. develop customer relationships, services and systems;
 - 3.3.5. prevent and detect fraud and other crime; and
 - 3.3.6. prevent and detect breach of any Applicable Laws.



- 3.4. The Merchant hereby authorises the Acquirer to release Data and any other information relating to the Services, the Agreement and the Merchant or its Personnel (including all relevant information and notifications obtained from the Merchant pursuant to clause 4) to the Acquirer's Personnel, any the Acquirer Group Companies, the Payment Schemes, the Card Issuers and the Acquirer or any other Person:
- 3.4.1. as required for the provision of the Services;
 - 3.4.2. as required for the purpose of fulfilling the Acquirer's obligations (or exercising its rights) under the Agreement;
 - 3.4.3. in connection with the purposes referred to in clause 3.2.2 and/or any termination of the Agreement pursuant to clause 28.4.4;
 - 3.4.4. where the Acquirer is required or permitted to do so by any Applicable Laws (or in connection with its compliance with any Applicable Laws);
 - 3.4.5. where the Acquirer assigns, sub-contracts or transfers its rights and/or obligations under the Agreement; or
 - 3.4.6. where the Acquirer, or any third party, is investigating any suspected criminal activity.
- 3.5. The Merchant shall:
- 3.5.1. if instructed by the Acquirer, promptly provide (or procure the provision of) the Data or other information referred to in clause 3.4 directly to any third party for the purposes referred to in such clause; and
 - 3.5.2. give the Acquirer reasonable assistance to facilitate the successful collection and delivery of all Data.
- 3.6. Notwithstanding the entry into force of the Agreement, the Acquirer may subsequently make all reasonable checks about the Merchant and any director, shareholder and/or other business owner of the Merchant including making periodic searches or checks on or with (and providing information about the Merchant to) credit reference agencies, fraud prevention agencies, Card Issuers, Payment Schemes, to manage and take decisions about their relationship or prospective relationship with the Merchant. Furthermore, the Acquirer has the right to add new risk and fraud features and/or checks relating to any aspect of the Services or the Agreement and to change any existing features or checks, in each case without prior notice to the Merchant.
- 3.7. The Merchant acknowledges and agrees that where the Acquirer has acted in good faith, the Acquirer shall have no liability to the Merchant for any inaccuracy in the information the Acquirer provides to any third parties pursuant to this clause 3.

4. MERCHANT ASSISTANCE

- 4.1. The Merchant shall promptly provide to the Acquirer (or procure for the Acquirer) on request:
- 4.1.1. such access to the Merchant's Personnel and to the Merchant's data, information and documentation (including Data); and
 - 4.1.2. such co-operation and assistance from the Personnel (and any other applicable third parties),
- in each case, as may be reasonably required by the Acquirer in connection with the provision of the Services, the performance of its other obligations (or the exercise of its rights) under the Agreement or Applicable Laws.
- 4.2. Without prejudice to the generality of clause 3.1, the Merchant shall (and shall ensure that its Personnel shall), at all times throughout the term of the Agreement and for such period thereafter as the Acquirer may require:



- 4.2.1. promptly provide to the Acquirer such information as the Acquirer may request relating to the Merchant and its business, including: its trading names, its legal status, its financial status, its activities, its Payment Methods and Payment System (including their associated processes), its shareholders, its ultimate beneficial shareholders, a detailed description of goods and services sold by the Merchant (including any regulatory licences and registrations required to sell such goods or services), details of each of the Outlets, its ability to provide any Sale Items or any other goods or services, details of the current actual or expected delivery dates of Sale Items and estimates for the average time of delivery dates of Sale Items after conclusion of Transactions;
 - 4.2.2. promptly provide all documentation, information, materials and assistance reasonably required by the Acquirer relating to the Agreement, including:
 - 4.2.2.1. where required to satisfy the Acquirer's obligations under Applicable Laws, to any Payment Scheme, any Regulatory Body or any other third party;
 - 4.2.2.2. relating to the prevention and detection of fraud; and
 - 4.2.2.3. relating to any aspect of the processing of Data by the Merchant or by any Person on its behalf;
 - 4.2.3. promptly comply with all instructions (including any Procedure Guide) issued from time to time by or on behalf of the Acquirer in relation to the provision or use of the Services, the processing of Transactions or the performance of the Merchant's obligations under the Agreement;
 - 4.2.4. fully cooperate with the Acquirer and promptly provide all information requested by the Acquirer in respect of any dispute relating to a Transaction (including a dispute between the Acquirer and the Merchant);
 - 4.2.5. promptly provide the Acquirer on request with the Merchant's latest audited accounts and any other financial information which the Acquirer may require (including management accounts);
 - 4.2.6. promptly provide assistance to the Acquirer and all documentation and information requested by the Acquirer in order to ensure compliance with Applicable Laws relating to:
 - 4.2.6.1. anti-money laundering, financial crime compliance and identity screening; and
 - 4.2.6.2. the duties of the Acquirer and the Acquirers in respect of the provision of the Services;
 - 4.2.7. promptly provide reasonable assistance to the Acquirer on request for the prevention and detection of fraud or other criminal activity in respect of Transactions; and
 - 4.2.8. take all reasonable steps to assist the Acquirer in handling any claim or query raised by a Customer, Card Issuer, Payment Scheme, Acquirer, Regulatory Body or any other third party in relation to the Services.
- 4.3. The Merchant shall advise the Acquirer immediately in writing of any:
- 4.3.1. other agreement that the Merchant enter into concerning the Merchant's acceptance of transactions which are the same as or similar to the Transactions;
 - 4.3.2. act, omission or error of the Merchant or its Personnel or of any other third party of which the Merchant is aware which does or may:
 - 4.3.2.1. cause loss or damage to the Acquirer (including damage to the Acquirer's reputation); or
 - 4.3.2.2. adversely affect the Merchant's ability to perform the Merchant's obligations under



the Agreement;

- 4.3.3. actual or suspected violation or compromising of the security or integrity of any Data, the Payment System (or associated processes) or any other information relating to the Services or the Payment Schemes, or any confidential information relating to the Acquirer, an Acquirer or any Customer at any time obtained or held by the Merchant; and/or
- 4.3.4. material change (or proposed change) in the nature of the Merchant or the Merchant's business (including details of any changes in the goods and/or services sold by the Merchant, any additional business commenced by the Merchant, any change in its ownership or shareholders, any change in its trading name, trading hours or contact details, changes to the Outlets, any creation of additional Outlets or any cessation of its business at any Outlet or generally).

5. PORTAL

- 5.1. The Merchant shall use the Portal to access relevant information relating to the Agreement and the Services, including (for each relevant period):
 - 5.1.1. details of applicable Transactions, including the number of approved Transactions, the status of a Transaction, a Transaction value/amount (and details of the applicable Currency); the date of the Transaction and the applicable Payment Method used for a Transaction);
 - 5.1.2. the number of Chargebacks (and relevant details, as applicable).
- 5.2. DNAP shall also make available on the Portal any applicable information to be given to the Merchant pursuant to the requirements of the PSR.
- 5.3. DNAP shall provide or otherwise make available to the Merchant on the Portal the information referred to in clause 5.1 periodically (and in any event no less frequently than once each month). Any applicable Information referred to in clause 5.2 shall be provided by DNAP within any requisite timescales specified in the PSR.
- 5.4. DNAP shall use reasonable endeavours to provide access to the Portal at all material times. For the avoidance of doubt, no warranty is given by DNAP that the Portal shall be provided or accessible on a continuous basis and the Merchant acknowledges and agrees that interruptions may occur, whether by reason of breakdown or for any other reason, in the provision of the Portal.
- 5.5. DNAP may add or remove features to the functionality of the Portal at any time and without prior notice to the Merchant, provided always that the ability to obtain the information referred to in clauses 5.1 and 5.2 is not materially adversely affected.

6. API AND SOFTWARE

- 6.1. DNAP may provide the API and the Software to enable the Merchant to use the Services. Subject to clause 6.2, DNAP reserves the right, at any time, to:
 - 6.1.1. change or amend the API and/or the Software (including changes to the functionalities and characteristics thereof);
 - 6.1.2. provide the Merchant with a new version of the API and/or the Software; and/or
 - 6.1.3. require the Merchant to install or update any and all Software to continue using the Services.
- 6.2. No changes referred to in clause 6.1 will be implemented by DNAP which materially reduce the functionality of the Services to be provided under the Agreement, except where this is made necessary by:
 - 6.2.1. the need to follow generally accepted changes in the payment industry standards;



- 6.2.2. changes in Applicable Laws, or for compliance with Applicable Laws;
 - 6.2.3. the need for increased security due to risks identified by DNAP; and/or
 - 6.2.4. other reasonable grounds which warrant the reduction of functionality.
- 6.3. If, pursuant to clause 6.2, DNAP implements any changes which materially reduce the functionality of the Services to be provided under the Agreement, the Merchant may terminate the Agreement by giving written notice to DNAP within 30 (thirty) days after DNAP informed the Merchant of the change.
- 6.4. DNAP shall inform the Merchant of any material changes referred to in clause 6.1. DNAP shall endeavour to inform the Merchant at least two (2) months in advance of the changes, where reasonably possible, but lesser (or no) advance notice may be given depending on the circumstances (including where changes are required in the circumstances referred to in clause 6.2).

7. GENERAL TRANSACTION OBLIGATIONS

- 7.1. The Merchant agrees to honour each valid and current Payment Method for Customers by accepting the same as a means of payment in the Currency at all of the Outlets and by making available and supplying to Customers the full range of the goods and/or services offered by the Merchant to its customers generally.
- 7.2. The Merchant must inform all of its customers in a clear and unequivocal manner which types of Cards and other Payment Methods are accepted and which are not. This information must be prominently displayed, together with the Payment Scheme Marks, at each Retail Outlet (at the entrance and at the till where Transactions are conducted) and on each Online Outlet.
- 7.3. The Merchant shall:
- 7.3.1. only accept payments and/or process Refunds from Customers in connection with goods and/or services which the Merchant has supplied to the relevant Customer;
 - 7.3.2. only accept payments and/or process Refunds in respect of goods and services which commonly fall within the Merchant's business (as identified in the Merchant's Order Form for the Services or as approved by the Acquirer from time to time);
 - 7.3.3. only accept payments in respect of Sale Items that the Customer would reasonably expect to receive;
 - 7.3.4. ensure that all Transactions specify the exact amount of the Transaction to the Customer at the point of sale at which authorisation of the Transaction is made by the Customer;
 - 7.3.5. supply all Sale Items in accordance with all Applicable Laws; and
 - 7.3.6. notify the Acquirer immediately in writing on becoming aware of any unauthorised or incorrectly executed Transaction.
- 7.4. The Merchant shall ensure that all applicable Online Outlets clearly and prominently display all information required pursuant to the Payment Scheme Rules, including:
- 7.4.1. all applicable details relating to the Merchant and the Online Outlet;
 - 7.4.2. the address for Cardholder correspondence;
 - 7.4.3. the address from which ECommerce Transactions are carried out;
 - 7.4.4. a Customer privacy policy meeting the requirements of the Data Protection Legislation;
 - 7.4.5. a description of the Merchant's security capabilities (including procedures and processes for



- keeping the Payment System and associated Transactions safe and secure);
- 7.4.6. a description of how the Merchant transmits Card details;
 - 7.4.7. the Payment Scheme Marks;
 - 7.4.8. a complete description of the applicable goods or services;
 - 7.4.9. a return and refund policy;
 - 7.4.10. customer service contact details, including an email address and telephone number;
 - 7.4.11. the currency in which Transactions will be made;
 - 7.4.12. any export restrictions that will apply to the goods or services; and
 - 7.4.13. policies on delivery of goods (including by way of split shipments, where applicable).
- 7.5. The Merchant shall not (and shall not otherwise seek or purport to be entitled to):
- 7.5.1. impose on any Customer any surcharge, or other extra fee or charge of any nature, for using a Card or for using any particular type of Card or Payment Method (which, for the avoidance of doubt, shall not preclude the Merchant from applying any booking or handling fee which does not differentiate between Customers based on their choice of means of payment);
 - 7.5.2. remove, lessen or otherwise adversely alter any discount or benefit which would otherwise be available to a Customer but for their use of a Card or any particular type of Card or Payment Method, or extract any special agreement or condition or security from a Customer in connection with the use of the Card or Payment Method;
 - 7.5.3. disburse funds in the form of travellers cheques, if the sole purpose is to allow a Customer to make a cash purchase of goods and services from the Merchant;
 - 7.5.4. accept a Transaction that does not result from an act between the Customer and the Merchant;
 - 7.5.5. accept Customer payments for collecting or refinancing existing debt (including a dishonoured cheque);
 - 7.5.6. request or use its account number for any other purpose other than as payment for its goods or services;
 - 7.5.7. add any tax to Transactions, unless as required pursuant to any Applicable Laws;
 - 7.5.8. split a single Transaction into two or more separate Transactions, or collect any tax amount due on a Transaction other than as part of such Transaction;
 - 7.5.9. except to the extent otherwise expressly permitted or required pursuant to clause 8 in respect of Card-Not-Present Transactions, request a Customer to provide Card or account details in writing (including email) or write down Customer's Card or account details; or
 - 7.5.10. accept or attempt a Card Transaction where the Card presented to the Merchant has expired, appears to have been altered, defaced or reprinted in any way, does not have the signature of the Cardholder thereon or which is listed in a Stop List.
- 7.6. Without prejudice to clauses 7.5.1 and 7.5.2, the Merchant shall inform the Customer of any charge made or reduction offered by the Merchant for using a Card or Payment Method, or the basis for calculating any such charge or reduction, prior to processing any Transaction.



- 7.7. The Merchant shall comply with the point of sale procedures specified in this Agreement, any Procedure Guide and all other instructions from the Acquirer in respect of all Transactions or the use of Payment Methods.
- 7.8. The Merchant shall not store, at any time:
- 7.8.1. any Card verification value (including any PIN number or verification value) contained in the magnetic stripe, chip or other electronic component of such Card or printed on the Card in or next to the signature panel;
 - 7.8.2. the full contents of any track from the magnetic stripe of a Card (on a Card, in a chip or other electronic component, or elsewhere); or
 - 7.8.3. any other Data which an Acquirer or a Payment Scheme mandates from time to time must not be stored.
- 7.9. If the Merchant processes a Transaction electronically (other than in the case of a Card-Not-Present Transaction), the Merchant shall:
- 7.9.1. ensure that the total amount of the Transaction and any further information which the Acquirer may from time to time reasonably require must be captured on the Terminal Receipt;
 - 7.9.2. ensure that (except for Contactless Transactions), it only undertakes Card Transactions using an IC Card and a PIN and that the Cardholder enters the correct PIN (unless the Payment Method or Payment Scheme does not permit use of an IC Card and a PIN, in which case the Merchant shall undertake the Card Transaction using the magnetic stripe of a Card and shall ensure that the Cardholder signs the Terminal Receipt and that the signature of the Cardholder on the Terminal Receipt substantially resembles that appearing on the Cardholder's Card); and
 - 7.9.3. provide the Customer with one copy of the Terminal Receipt (after the valid conclusion of the Transaction).
- 7.10. Without prejudice to the generality of clause 24.1.2, if the Merchant accepts any Contactless Transaction which exceeds the Contactless Transaction Limit, the Merchant shall be liable for and shall indemnify the Indemnified Parties and hold them harmless from and against any and all Losses arising directly or indirectly from or in connection with such Contactless Transaction.
- 7.11. The Merchant shall permit a Customer to withdraw his/her consent to a Transaction at any time prior to execution of the Transaction. Where a Customer so withdraws their consent, the Merchant shall ensure that the Transaction is not executed.
- 7.12. The Merchant agree that it is its sole responsibility to prove to the Acquirer's satisfaction (or that of the relevant Card Issuer, Payment Scheme or Acquirer) that the debit of a Customer's account was authorised by such Customer.
- 7.13. The Merchant shall comply with all Applicable Laws in connection with the processing of Transactions and the performance of all its activities in connection with the Agreement.

8. CARD-NOT-PRESENT TRANSACTIONS

- 8.1. The Merchant may accept Card-Not-Present Transactions only where this has been confirmed by the Acquirer in writing (and only using such Payment System as has been approved by the Acquirer for such purposes).
- 8.2. Prior to completion of each Card-Not-Present Transaction, the following information shall be obtained from the Cardholder:
- 8.2.1. the Card Number;



- 8.2.2. the expiry date of the Card;
 - 8.2.3. the Cardholder's name and initials, as they appear on the Card;
 - 8.2.4. the Cardholder's address to which the Card is registered, as provided by the Cardholder;
 - 8.2.5. if applicable, the address to which the relevant Sale Goods are to be dispatched; and
 - 8.2.6. such additional information as may be notified to the Merchant by the Acquirer from time to time.
- 8.3. In respect of each Card-Not-Present Transaction, the Merchant shall:
- 8.3.1. clearly designate on the Terminal Receipt the fact that it was a Card-Not-Present Transaction;
 - 8.3.2. dispatch by secure means all Sale Goods (save that the Merchant may permit a Cardholder to collect the Sale Goods, subject to the Merchant being satisfied (acting reasonably) of the identity of the person collecting the goods as the Cardholder);
 - 8.3.3. not permit Sale Goods to be collected from the Merchant by the Cardholder or any other Person on their behalf (in such circumstances, the Merchant must cancel the Card-Not-Present Transaction and carry out a new Transaction in the presence of the Cardholder).

9. FLOOR LIMITS

- 9.1. The Acquirer may from time to time notify the Merchant of a monetary limit:
- 9.1.1. on the aggregate value of one or more Transactions in respect of any specified period (**Trading Limit**); and/or
 - 9.1.2. in respect of a single Card Transaction or series of connected Card Transactions (including Contactless Transactions) up to which the Merchant may complete sales without obtaining Authorisation (**Floor Limit**).
- 9.2. Unless otherwise notified by the Acquirer, the monetary value of the Floor Limit shall be deemed to be zero.
- 9.3. Any notification by the Acquirer pursuant to clause 9.1 shall have immediate effect and shall continue to apply save if and to the extent that the Acquirer otherwise notifies the Merchant in writing.
- 9.4. The Merchant shall not:
- 9.4.1. exceed the Trading Limit without the Acquirer's prior written approval (to be given at the Acquirer's discretion); or
 - 9.4.2. complete a Card Transaction or series of connected Card Transactions in excess of the Floor Limit without Authorisation.

10. AUTHORISATION

- 10.1. The Merchant must seek Authorisation for each payment to be made by Card, in accordance with the applicable Payment Scheme Rules. Without prejudice to the generality of the foregoing, in respect of all Card Transactions, the Merchant shall:
- 10.1.1. seek Authorisation through the Acquirer (at the point of the Transaction and prior to concluding such Transaction) for:
 - 10.1.1.1. all face-to-face Transactions (other than valid contactless transactions) where the value is above the Floor Limit; and



- 10.1.1.2. all Card-Not-Present Transactions;
 - 10.1.2. cancel any requested Authorisation if the Merchant or the Cardholder decides not to proceed with the Transaction;
 - 10.1.3. not conclude any such Transaction or complete the Card payment where Authorisation is not obtained (or where the requested Authorisation is cancelled);
 - 10.1.4. not seek more than one Authorisation for a single Transaction (including where the original Authorisation request is refused); and
 - 10.1.5. not seek Authorisation just to validate or register a Card.
- 10.2. The Merchant acknowledges and agrees that:
- 10.2.1. if it wishes to just validate or register a Card, it shall follow the applicable procedure set out in the Procedure Guide;
 - 10.2.2. Authorisation is not a guarantee that the Card Transaction has been successful or that payment will be received in respect of such Card Transaction; and
 - 10.2.3. Authorisation does not prevent the Card Issuer, Payment Scheme, Acquirer or the Acquirer from applying or recovering a Chargeback, Fine or other amounts in relation to the relevant Transaction.

11. REFUNDS

- 11.1. If the Merchant agrees to, or an Acquirer instructs the Merchant at any time to, make a Refund or Credit (or similar) in respect of any Transaction, the Merchant shall not make a cash refund or payment to the Customer but shall either:
- 11.1.1. within three (3) Business Days after the Refund has been agreed by the Merchant or has been instructed by such Acquirer: complete a Credit Voucher, provide one copy of the completed Credit Voucher to the Customer and post (or hand deliver) the Credit Voucher to the Acquirer; or
 - 11.1.2. if the Acquirer has agreed, at the relevant time, to the presentation of information by the Merchant electronically, submit such information in respect of such Refund as the Acquirer may from time to time reasonably require, in such form and manner and within such a timeframe as has been specified at the relevant time by the Acquirer.

12. CHARGEBACKS AND FINES

- 12.1. In certain circumstances, the Acquirer, Card Issuers, Payment Schemes refuse to Settle a Card Transaction or require repayment from the Merchant in respect of a Card Transaction previously Settled, notwithstanding that Authorisation may have been obtained from the Card Issuer (such circumstances being a **Chargeback**).
- 12.2. A Chargeback represents an immediate liability from the Merchant to the Acquirer and in case the Acquirer chooses, at its sole discretion, not to recover such Chargeback and Chargeback Costs from VESTA; the Acquirer shall be entitled to demand payment from the Merchant and/or otherwise recover from the Merchant by any means (including by way of use of the Rolling Reserve or by way of set-off pursuant to clause 20) the full amount of such Chargeback and Chargeback Costs (or the balance thereof, as the case may be).
- 12.3. The Merchant acknowledges and agrees that:
- 12.3.1. under the Payment Scheme Rules and pursuant to this Agreement, the Merchant may be required to reimburse the Acquirer for Chargebacks and Chargeback Costs (or the Acquirer may be



- entitled to withhold Settlement of Card Transactions or require payment from the Merchant), including:
- 12.3.1.1. where the Merchant has accepted payment in respect of the relevant Card Transaction (and even if the Merchant is under no legal liability for the supply or performance of the applicable Sale Items); and
 - 12.3.1.2. in the circumstances referred to in clause 12.7; and
- 12.3.2. as Chargebacks may arise a considerable period after the date of the relevant Card Transaction, the Acquirer shall remain entitled to recover Chargebacks and Chargeback Costs from the Merchant notwithstanding any termination of the Agreement for any reason, in respect of all Chargebacks and Chargeback Costs which occur in relation to Card Transactions effected pursuant to the Agreement.
- 12.4. All Chargebacks and Chargeback Costs shall correspond to the whole or part of the Settlement value of the original Transaction or, at the Acquirer's option, to an amount converted to the Settlement currency from the currency of the applied Chargeback at the rate of exchange applied by the Acquirer for Settlement purposes on the day the Chargeback is processed.
- 12.5. The Merchant acknowledges and agrees that:
- 12.5.1. Fines shall represent an immediate liability from the Merchant to the Acquirer; and
 - 12.5.2. without prejudice to its other rights, the Acquirer shall be entitled, at any time, to recover Fines from the Merchant in the same way as Chargebacks pursuant to this clause 12.
- 12.6. The Acquirer shall not be obliged to investigate the validity of any Chargeback, Chargeback Costs or Fines and the decision of the Card Issuer or Payment Scheme in respect of any Chargeback, Chargeback Costs and/or Fines shall be final and binding on the Merchant.
- 12.7. The Acquirer shall not be obliged to effect Settlement or otherwise make payment to the Merchant in respect of any Transaction (and, where relevant Settlement or other payment has already been made, shall be entitled to demand payment from the Merchant and/or otherwise recover from the Merchant by any means, including by way of use of the Collateral or by way of set-off pursuant to clause 20, all applicable amounts relating to any Transaction) if:
- 12.7.1. such Transaction was processed or attempted to be processed in breach of any of this Agreement, any Procedure Guide or any applicable instructions issued by the Acquirer;
 - 12.7.2. any Sales Draft, Credit Voucher or other documentation relating to such Transaction was not validly completed or submitted in accordance with the relevant provisions of this Agreement;
 - 12.7.3. the Transaction Data for such Transaction was not validly prepared or submitted in accordance with the relevant provisions of this Agreement (including where it was submitted outside of the required timescales);
 - 12.7.4. any signature on any Sales Draft or Terminal Receipt or any other document required to be signed by the Cardholder in relation to the Transaction does not substantially resemble that on the Cardholder's Card;
 - 12.7.5. the Transaction is a Sale Transaction and the applicable Sale Items have not been supplied in accordance with the terms agreed with the Cardholder, or (in the case of Sale Goods) were not fit for their purpose, or (in the case of Sale Services) were not supplied with reasonable care and skill;
 - 12.7.6. DNAP does not receive payment from a TPPP, Payment Scheme or Card Issuer on the grounds that the Transaction was in violation of, or voidable by operation of, any Applicable Laws;



- 12.7.7. the Cardholder denies having entered into or authorised the Transaction or the sale, supply, delivery, quality or performance of the applicable Sale Items;
- 12.7.8. in the case of a Card-Not-Present Transaction, the Cardholder alleges that a Credit adjustment was requested and refused, was or agreed by the Merchant but not implemented; or
- 12.7.9. in the case of a Card-Not-Present Transaction, any information referred to in clause 8.2 is fictitious or otherwise invalid in any respect.

13. SUBMISSION OF TRANSACTION DATA

- 13.1. The Merchant shall, within thirty (30) calendar days of each Transaction, submit to DNAP:
 - 13.1.1. details of each such Transaction, by:
 - 13.1.1.1. delivering or posting to DNAP a copy of the relevant Sales Draft; or
 - 13.1.1.2. if DNAP has previously confirmed in writing that such details may be presented electronically, by submission of such information electronically in such form and manner as DNAP may from time to time reasonably require; and
 - 13.1.2. a summary statement of such Sales Draft (which may be submitted electronically where permitted pursuant to clause 13.1.1.2) which shall include the following information:
 - 13.1.2.1. name, address and telephone number of the Merchant;
 - 13.1.2.2. the Merchant's identification number (or MID) assigned by DNAP to the Merchant;
 - 13.1.2.3. the total sales amount (and the total amount payable by Card, if different);
 - 13.1.2.4. the amount of tax payable in respect of the Transaction;
 - 13.1.2.5. the date of submission to DNAP; and
 - 13.1.2.6. the Sales Draft number.
- 13.2. In respect of each submission of Transaction Data, the Merchant warrants to DNAP that:
 - 13.2.1. for each Card Transaction, the Card presented to the Merchant had not expired and was not listed or identified on a Stop List at the time of the Transaction;
 - 13.2.2. all Transaction Data is legible, and has not been corrected or amended as to the value of the relevant Transaction;
 - 13.2.3. all Transaction Data is in the form authorised by DNAP;
 - 13.2.4. all Transaction Data represents (to the best of the Merchant's knowledge and belief at the time of such submission) an unconditional obligation of the Customer, not subject to any disputes, offsets or counterclaims;
 - 13.2.5. for each Card Transaction which exceeded the Floor Limit, Authorisation was obtained in accordance with the terms of these Conditions and the Transaction Data contains the relevant Authorisation/approval code;
 - 13.2.6. all statements of fact contained in the Transaction Data are true;
 - 13.2.7. where the Transaction is a Sale Transaction, the Merchant has supplied, or caused to be supplied, the applicable Sale Items (and to the associated value stated in the Sales Draft);



- 13.2.8. no Sales Draft, Transaction Data or other associated information has been or will be issued or presented to DNAP more than once, or has been or will be otherwise duplicated, in respect of a Transaction (unless specifically requested by DNAP); and
 - 13.2.9. the Transaction Data was issued only in respect of an authorised Transaction meeting the requirements of these Conditions, any Procedure Guide and all applicable instructions from DNAP.
- 13.3. If any Transaction Data is received by DNAP after 17:00 GMT on a Business Day, or on a day other than a Business Day, such Transaction Data shall be deemed to have been received on the following Business Day.

14. PAYMENT SCHEMES

- 14.1. The Merchant acknowledges and agrees:
- 14.1.1. that the Payment Schemes are the sole and exclusive owner of the Payment Scheme Marks;
 - 14.1.2. not to contest the ownership of the Payment Scheme Marks for any reason;
 - 14.1.3. that the Payment Schemes may at any time, immediately and without advance notice, prohibit the Merchant from using any of the Payment Scheme Marks for any reason;
 - 14.1.4. that the Payment Schemes have the right to enforce any provision of the Payment Scheme Rules and to prohibit the Merchant from engaging in any conduct a Payment Scheme deems could injure or could create a risk of harm or damage to the Payment Scheme (including damage to reputation) or that could adversely affect the integrity of the Payment Schemes and payment systems, the Payment Schemes' confidential information; and
 - 14.1.5. that the Merchant shall not take any action that could interfere with or prevent the exercise of any such rights by the Payment Scheme.

15. MERCHANT'S COVENANTS

- 15.1. The Merchant represents and warrants to the Acquirer that all the information which the Merchant has provided (or will provide) to the Acquirer, or the Payment Schemes (in any form) in connection with the Agreement is complete, accurate and up to date.
- 15.2. The Merchant represents, warrants and undertakes to the Acquirer that it shall:
- 15.2.1. comply, at all times, with all Applicable Laws, any Procedure Guide and with the terms of the Agreement (including the Merchant's obligations set out in clause 3 and relating to Transactions);
 - 15.2.2. not facilitate payments to other merchants or other Persons in an aggregator model (such as payment facilitator model, digital wallet or marketplace);
 - 15.2.3. not knowingly process or submit any Transaction that is illegal or that the Merchant should have known was illegal;
 - 15.2.4. deal with all complaints made by Customers in respect of Sale Items in a like manner as if such Sale Items had been paid for in cash and provide any assistance to a Customer in the event of dispute; and
 - 15.2.5. change without undue delay the Merchant's website, policies and procedures if requested by the Acquirer from time to time in order to comply with any Applicable Laws.

16. ROLLING RESERVE

- 16.1. Without prejudice to clause 19.1, the Merchant agrees that the Acquirer shall be entitled to deduct the Rolling Reserve from all Settlements, at the Rolling Reserve Rate.



- 16.2. The Rolling Reserve shall remain with the Acquirer for not less than twenty-six (26) weeks following the date of termination of the Agreement or the date on which the Merchant last submitted Transaction Data (whichever is later), provided, however, that the Merchant shall remain liable to the Acquirer for all liabilities occurring beyond such twenty-six (26) week period.
- 16.3. In its absolute discretion, the Acquirer may upon giving written notice to the Merchant (with immediate effect and at any time) change the Rolling Reserve Rate taking into account the nature and extent of the Merchant's Transactions, Refunds, Chargebacks and other risk considerations, including any fraudulent activity.
- 16.4. The Acquirer may establish, remove, or waive the Rolling Reserve at any time with immediate effect and at its sole discretion (taking into account the nature and extent of the Merchant's Transactions, Refunds, Chargebacks and other risk considerations including any fraudulent activity).
- 16.5. The Acquirer may at any time, in its absolute discretion and without notice to the Merchant, change the terms of the Reserve Account.
- 16.6. The Acquirer reserves the right to immediately impose further charges on the Merchant if the Acquirer considers that the total value of Refunds, Credits and/or Chargebacks is unreasonable.
- 16.7. All the Acquirer's rights with respect to the Rolling Reserve (and any associated rights of the Acquirers the Payment Schemes and the Card Issuers) shall survive the termination of the Agreement.

17. FEES

- 17.1. In consideration of the provision of the Services, the Merchant shall pay to the Acquirer the Fees and all other sums payable by the Merchant to the Acquirer in accordance with the provisions of the Agreement.
- 17.2. Unless stated otherwise, all Fees, charges and other payments to be made by the Merchant under the Agreement are exclusive of VAT and any other relevant taxes and in addition to paying such Fees, charges or other payments the Merchant shall also pay any such taxes.

18. BANK ACCOUNT AND PAYMENTS

- 18.1. The Merchant shall, throughout the term of the Agreement and for such period as may be required thereafter, maintain the merchant bank account (and, where applicable, all direct debit mandates and other such facilities arranged with the Acquirer relating to the payment of any amounts in connection with the Agreement).
- 18.2. The Merchant shall not without the prior written agreement of DNAP:
- 18.2.1. close or change the Merchant Bank Account (including the location of the branch at which the Merchant Bank Account is held); or
 - 18.2.2. cancel any direct debit which has been established for payment of any amounts in connection with the Agreement.
- 18.3. Without prejudice to clause 18.2, the Merchant shall give DNAP not less than 20 (twenty) Business Days' advance notice of any proposed closure of or change to the Merchant Bank Account or any proposed cancellation of any direct debit referred to in such clause.

19. SETTLEMENT AND REMITTANCE

- 19.1. The Acquirer shall make payment of Settlement to VESTA, after deduction of:
- 19.1.1. the Fees;
 - 19.1.2. the Rolling Reserve (at the Rolling Reserve Rate), if applicable;



- 19.1.3. any applicable Chargebacks, Chargeback Costs, Fines or other amounts in accordance with the relevant provisions of clause 12;
 - 19.1.4. any applicable Refunds;
 - 19.1.5. amounts relating to any fraudulent Transactions;
 - 19.1.6. (where applicable) any amounts withheld or set-off pursuant to clause 20; and
 - 19.1.7. any other permitted amounts in accordance with the terms of the Agreement.
- 19.2. VESTA shall receive and collect in a segregated bank account all amounts due to the Merchant, hold such amounts as trustee for the benefit of the Merchant and pay such amounts to the Merchant Bank Account in accordance with timescale agreed between the Merchant and VESTA.
- 19.3. The Parties agree that the Settlement shall be deemed completed once the funds are credited to VESTA's Designated Account and the Merchant shall have no claim against the Acquirer with regards to the Settlement. VESTA shall indemnify the Indemnified Parties and hold them harmless from and against any and all Losses arising directly or indirectly from or in connection with any claims from the Merchant related to Settlement.
- 19.4. Remittance shall be effected to the Merchant by VESTA:
- 19.4.1. in accordance with the remittance timescale agreed between the Merchant and VESTA, only in respect of a Transaction for which Transaction Data has been submitted to the Acquirer;
 - 19.4.2. by payment to the Merchant Bank Account.

20. SET-OFF AND WITHHOLDING

- 20.1. In addition to any lien or right to which the Acquirer may be entitled by law or pursuant to the terms of the Agreement, the Merchant hereby irrevocably authorises the Acquirer from time to time without notice (and both before and after demand) to set-off by whatever means the whole or any part of the Merchant Liabilities against the Collateral (including by way of debit or withdrawal of sums from the Reserve Account) and against any Settlement (whether or not related to the Transaction that gave rise to the liability) and against any other sums held by the Acquirer for or on behalf of the Merchant.
- 20.2. If, at any time (including after termination of the Agreement for any reason) an Acquirer becomes aware or has a reasonable suspicion that the Merchant is in breach of, or may be or is likely to be in breach of, any of this Agreement then the Acquirer may (without prior notice to the Merchant) withhold payment to the Merchant of any amounts (including any Settlement) which, but for this clause 20.2, would otherwise be due and payable to the Merchant. The Acquirer shall be entitled to withhold such sums for such period as the Acquirer (in its absolute discretion) thinks fit.
- 20.3. Where the Acquirer received a Chargeback notification from Card Issuer OR has a reasonable suspicion that a Transaction may be fraudulent OR involve other Illegal or activity or was not In the ordinary course of the Merchant's business or was now compliant with PCI DSS obligations, such Acquirer shall be entitled to suspend the processing of that Transaction (and all associated Services) and/or withhold payment to the Merchant of Settlement in respect of that Transaction for such period as the Acquirer (in its absolute discretion) thinks fit.
- 20.4. Any exercise of the Acquirer's rights under this clause 20 shall be without prejudice to any other rights or remedies available to the Acquirer under the Agreement or otherwise.
- 20.5. The Merchant is not entitled to set-off any liabilities of the Acquirer under the Agreement or otherwise (whether such liabilities are present, future, actual, contingent or potential, liquidated or unliquidated) against any funds due to the Acquirer from the Merchant.



21. INTEREST

- 21.1. Subject to clause 21.2, if either party fails to pay any amount under the Agreement when due, then the Merchant or the Acquirer (as appropriate) shall be entitled to charge default interest at a rate equal to 4% percent per annum above the published Barclays Bank base rate from time to time.
- 21.2. The Merchant shall not be entitled to any interest or any other compensation whatsoever in respect of any sums held by the Acquirer or the Acquirers prior to being Settled, any Collateral (including interest on the funds credited in the Reserve Account) or any other sums which the Acquirer is entitled to withhold or defer pursuant to this Agreement.

22. RECORDS AND AUDIT

- 22.1. Subject to the requirements of the PCI DSS Standards, the Merchant shall:
- 22.1.1. retain the original Merchant copy of a Terminal Receipt and, if applicable, a Sales Draft or Credit Voucher for not less than twelve (12) months (in each case, from the date of its issuance);
 - 22.1.2. retain legible copies of Data for a minimum period of 18 months from the date of each Transaction (unless otherwise required by any Applicable Laws); and
 - 22.1.3. maintain full and accurate records of all things done in relation to the performance of its obligations under the Agreement.
- 22.2. Without prejudice to clause 22.3, the Merchant shall produce any of the documents referred to in clause 22.1 to the Acquirer within fourteen (14) calendar days of a request from the Acquirer.
- 22.3. The Merchant agrees to allow the Acquirer, its authorised Personnel and/or the representatives of any Regulatory Authority, the right to access the Retail Outlets and the Merchant's other premises, without charge, to audit compliance with the terms of the Agreement and to inspect any of the documents referred to in clause 22.1. The Merchant shall promptly provide the Acquirer, its authorised Personnel and the representatives of any Regulatory Body with all access, reasonable co-operation and assistance required in relation to any such audit including:
- 22.3.1. granting or procuring the grant of reasonable access to the Retail Outlets, the Merchant's other premises and its Personnel;
 - 22.3.2. making any documents and records relevant to the Agreement available for inspection; and
 - 22.3.3. providing a reasonable number of copies of any such documents or records.

23. MATERIALS AND INTELLECTUAL PROPERTY

- 23.1. The Acquirer may (but shall not be obliged) to supply to the Merchant, at such times and in such quantities as the Acquirer may determine, any other promotional or advertising materials or stationery items required for the promotion of or for the proper handling and processing of Transactions by the Merchant.
- 23.2. Each party shall retain all right, title and interest in and to the IPR owned or licensed to them prior to the Commencement Date or which has been developed by that party wholly outside the scope of the Agreement and without reference or connection to IPR owned or licensed by the other party (the **Core IPR**).
- 23.3. Any IPR developed by a party during the term of the Agreement for the purposes of, or in connection with, the Agreement shall (unless otherwise expressly agreed in writing) vest in that party (the **Developed IPR**).
- 23.4. The Merchant hereby grants to the Acquirer, the Acquirers and the Card Issuers a worldwide licence, for the term of the Agreement, on a non-exclusive, royalty-free basis, to use, reproduce and display the name(s), address(es) and telephone number(s) of the Merchant and the Merchant's logos, trading names and trademarks and other IPR owned by the Merchant:



- 23.4.1. in all correspondence, circulars or publications of the Acquirer, the Acquirers and/or the Card Issuers;
- 23.4.2. for the purposes of the provision of the Services, to perform its other obligations and to exercise its rights pursuant to the terms of the Agreement (including the right to provide such information to Customers and other third parties),
- together with a right to grant sublicences of all or any of the foregoing to such Persons (including the Acquirers and Card Issuers) as the Acquirer, in its discretion, considers appropriate for any such purposes.
- 23.5. Each party warrants on an ongoing basis that the use of its IPR (including its Core IPR and Developed IPR) by the other party and its Personnel as contemplated by the Agreement shall not infringe the IPR of any third party.
- 23.6. The Acquirer hereby grants to the Merchant, or shall procure the grant to the Merchant of, a licence in the UK, for the term of the Agreement, on a non-exclusive, revocable, royalty-free basis, to use the Payment Scheme Marks in advertising, acceptance decals, or signs, in respect of the use of the Services only (and for no other purposes) in accordance with and subject to the Payment Scheme Rules. Notwithstanding the foregoing, the Merchant's licence to use or display of any Payment Scheme Marks may be terminated with immediate effect at any time upon notification by the Payment Schemes or the Acquirer.

24. INDEMNITY AND LIMITATIONS OF LIABILITY

- 24.1. The Merchant shall indemnify the Indemnified Parties and hold them harmless from and against any and all Losses arising directly or indirectly from or in connection with:
- 24.1.1. any failure by the Merchant to comply with the provisions of the Agreement (including any failure to comply with Applicable Laws); and/or
- 24.1.2. any Transaction including, without prejudice to the foregoing, any alleged misrepresentation or breach of contract or other breach of duty by the Merchant (or any of its Personnel) to any Customer.
- 24.2. Each Indemnified Party shall be entitled to have full conduct of all proceedings and negotiations relating to any claim referred to in clause 24.1 and may in its discretion accept, dispute, compromise or otherwise deal with the same and shall be under no liability in respect thereof to the Merchant and the Merchant shall provide any assistance in connection with any such claim that such Indemnified Party may require.
- 24.3. Subject to clause 24.5, the Acquirer shall not be liable to the Merchant for any:
- 24.3.1. loss of profit;
- 24.3.2. loss of anticipated savings;
- 24.3.3. loss of business;
- 24.3.4. loss of opportunity;
- 24.3.5. loss of reputation;
- 24.3.6. loss of goodwill;
- 24.3.7. loss of contracts;
- 24.3.8. loss of or corruption to data (excluding Personal Data); or
- 24.3.9. indirect or consequential loss or damage of any kind,



in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.

- 24.4. Subject to clause 24.5, the maximum aggregate liability of the Acquirer to the Merchant arising under or in connection with the Agreement, or any collateral contract, whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity, or otherwise, shall not exceed 125% of the greater of (a) the Fees paid or payable within the preceding six months or, (b) £500 (five hundred pounds).
- 24.5. Nothing in this clause 24 or otherwise in the Agreement shall exclude or in any way limit the liability of each of the Acquirer, VESTA or the Merchant for:
- 24.5.1. fraud or death or personal injury caused by its negligence;
- 24.5.2. breach of terms regarding title implied by s.12 Sale of Goods Act 1979 and/or s.2 Supply of Goods and Services Act 1982; or
- 24.5.3. any liability to the extent the same may not be excluded or limited under any Applicable Laws.

25. CONFIDENTIALITY

- 25.1. Subject to clause 25.2 the Parties shall treat as confidential the existence (and the provisions) of the Agreement and all information, forms, documents or materials furnished by the Acquirer or entrusted by Customers to the Merchant under, or in connection with, the Agreement and shall not, without the prior written consent of the Acquirer or the relevant Customer (as applicable), disclose any of the foregoing to any third party or use it for any purpose except strictly as necessary for the purposes of the Agreement.
- 25.2. The restrictions in clause 25.1 do not apply to information which:
- 25.2.1. is publicly available or becomes publicly available without breach of clause 25.1; or
- 25.2.2. is required to be disclosed to any governmental or other authority, regulatory body, or by the listing rules of a recognised stock exchange or as required by law.
- 25.3. The obligations of the Merchant contained in this clause 25 shall survive the termination of the Agreement.

26. PERSONAL INFORMATION

- 26.1. This clause 26 relates to the parties' obligations when Processing Personal Data only and shall be without prejudice to either party's obligations when handling Data generally under the Agreement, whether pursuant to any provision of the Agreement or in accordance with any Applicable Laws.
- 26.2. Each party shall comply with the provisions and obligations imposed on them by Data Protection Legislation when Processing Personal Data in connection with the Agreement.
- 26.3. Where the Acquirer Processes Personal Data under the Agreement as a Controller (including in respect of any relevant Personal Data which is obtained by the Acquirer pursuant to clause 3), the Merchant acknowledges and agrees that (where applicable) Personal Data of the Merchant (and Personal Data of the Merchant's Personnel which is provided by the Merchant to the Acquirer) may be processed by the Acquirer for various purposes, including as set out in the Privacy Policy;
- 26.4. Where the Merchant provides Personal Data about its Personnel in connection with the administration or performance of the Agreement, the Merchant warrants and represents that it has the consent of all such Personnel:
- 26.4.1. to pass their Personal Data to the Acquirer;
- 26.4.2. for the Acquirer to use and disclose their Personal Data for any of the purposes set out in the



Privacy Policy; and

- 26.4.3. (where applicable) for the Acquirer to make any financial and other checks as referred to in clause 3.4.5.
- 26.5. Where the Acquirer is Processing Personal Data on behalf of the Merchant as a Processor (or sub-Processor) in the performance of its obligations under the Agreement, the provisions of Schedule 1 shall apply.
- 26.6. Without prejudice to the generality of clause 26.2, each party shall maintain appropriate technical and organisational measures against unauthorised or unlawful Processing of such Personal Data and against accidental loss or destruction of or damage to such Personal Data and it has adequate security programmes and procedures in place to ensure that unauthorised persons do not have access to Personal Data or to any equipment or systems used to Process Personal Data.

27. DATA AND PCI DSS

- 27.1. The Merchant acknowledges and agrees that it shall (and shall procure that its Personnel shall) abide by the PCI DSS. The PCI DSS require the Merchant and the Acquirer, among other things, to observe standards of due care with regard to the protection of sensitive Data and to ensure that the Payment System is compliant with those standards. Accordingly, without prejudice to the generality of the foregoing, the Merchant shall ensure that the Payment System complies in all respects with the PCI DSS, including requirements to:
- 27.1.1. build and maintain a secure network (to include the installation and maintenance of a fire wall configuration to protect Data and not to use vendor supplied defaults for system passwords and other security parameters);
 - 27.1.2. protect Data (including protecting stored Data and encrypting transmission of Data across open or public networks);
 - 27.1.3. maintain a vulnerability management programme (including the use of appropriate and regularly updated anti-virus software and developing and maintaining secure systems and applications);
 - 27.1.4. implement strong access control measures (including restricting access to Data by business need-to-know, assigning a unique ID to each person with computer access and restricting physical access to Data);
 - 27.1.5. regularly monitor and test networks (including tracking and monitoring all access to network resources and Data and regularly testing security systems and processes); and
 - 27.1.6. maintain an appropriate information security policy.
- 27.2. The Merchant shall notify the Acquirer immediately if the Merchant becomes aware of or suspects any security breach relating to Data (whether or not the Merchant has complied with the PCI DSS Standards). As soon as reasonably practicable, the Merchant shall also (and without prejudice to any other remedy the Acquirer has in respect thereof) immediately identify and remediate the source of such security breach and take any steps that the Acquirer requires, including the procurement (at the Merchant's cost) of forensic reports from third parties recommended by the Acquirer.
- 27.3. Where the Acquirer identifies or suspects any relevant fraudulent activity or security threats, the Acquirer shall promptly inform the Merchant via the Portal (or by such means as the Acquirer may consider appropriate at the time, having regard to the relevant circumstances. The Merchant shall promptly the Acquirer's instructions (and promptly take such action as the Acquirer may specify) relating to such actual or suspected fraudulent activity or security threats.
- 27.4. The Merchant's obligations under this clause 27 shall survive termination of the Agreement and shall continue in full force and effect until all Data obtained under the Agreement has been destroyed.



28. TERM AND TERMINATION

- 28.1. The Agreement shall come into effect on the Commencement Date and shall, unless terminated earlier in accordance with its provisions, continue thereafter unless and until terminated pursuant to clause 28.2.
- 28.2. The Acquirer shall be entitled to terminate the Agreement at any time on giving not less than 2 (two) months' written notice to the Merchant. The Merchant shall be entitled to terminate the Agreement at any time on giving not less than 1 (one) month's written notice to the Acquirer.
- 28.3. If the Agreement is terminated by the Merchant before the expiry of six months from the Commencement Date (except for termination pursuant to clause 34.2.2), the Acquirer shall be entitled to charge a termination fee, which shall be calculated as the average monthly Fees payable by the Merchant to the Acquirer during all months preceding the date of the Merchant's notice of termination multiplied by 6 (six).
- 28.4. In addition to its other rights of termination or suspension set out in this Agreement, the Acquirer may terminate the Agreement or suspend the provision of all or any part of the Services to the Merchant with immediate effect immediately if:
- 28.4.1. the Merchant fails or the Acquirer suspects that the Merchant may fail to comply with any of the terms of the Agreement;
 - 28.4.2. (without prejudice to the generality of clause 28.4.1 the Merchant fails to provide any documentation, information or assistance requested by the Acquirer in accordance with clause 4, or fails to comply with any Procedure Guide or any instructions given by the Acquirer in connection with the Agreement;
 - 28.4.3. requested or instructed to do so by a TPPP, Payment Scheme, Card Issuer or Regulatory Body;
 - 28.4.4. the Acquirer considers (or is informed) that any act or omission of the Merchant's falls within a Reason Code;
 - 28.4.5. the Acquirer considers that the total value of Refunds, Credits and/or Chargebacks is unreasonable;
 - 28.4.6. the cessation of the whole or a substantial part of the Merchant's business takes place or an act occurs whether of the Merchant or another Person which by itself either constitutes or in the Acquirer's opinion could directly result in a formal step being taken for the receivership, administration, winding up, dissolution or analogous proceedings in the UK or in any other jurisdiction of or in respect of the Merchant or any of the Merchant's assets;
 - 28.4.7. the Merchant is an individual or partnership and the individual or any partner dies or any step is taken to enter into any voluntary arrangement with creditors, whether formal or informal by such individual or any partner, whether in the UK or in any other jurisdiction;
 - 28.4.8. any other event or series of events, whether related or not, occurs (including any material adverse change in the business assets or financial condition of the Merchant) which in the opinion of the Acquirer may affect the ability or willingness of the Merchant to comply with all or any of the Merchant's obligations under the Agreement or to meet the Merchant Liabilities;
 - 28.4.9. any act or omission occurs affecting the Merchant which in the opinion of the Acquirer damages or could result in damage to the reputation of an Acquirer or a Payment Scheme or their logo, trade or service marks;
 - 28.4.10. there is, in the Acquirer's opinion, any material change in the nature or type of the business undertaken by the Merchant;
 - 28.4.11. the Acquirer knows or suspects that the Merchant, or any of its Personnel:



- 28.4.11.1. pursues or promotes unlawful activities by any means (including threats of force, violence, intimidation, fraud or spreading false rumours); or
- 28.4.11.2. is a member of, or otherwise involved in or supports, any Person, group or organisation which does any such thing;
- 28.4.12. any Fines or any other claims are levied or brought against the Acquirer by any Acquirer, Card Issuer, Payment Scheme or any other third party arising from any aspect of the Acquirer's relationship with the Merchant (including in connection with any security breach, compromise or theft of Data held by the Merchant or on the Merchant's behalf, irrespective of whether such security breach, compromise or theft of Data was within or outside the Merchant's control);
- 28.4.13. the Acquiring Services (or relevant part thereof) are suspended or otherwise cease to be provided by the Acquirer or Payment Scheme (as the case may be);
- 28.4.14. a Payment Scheme or an Acquirer introduces additional terms and conditions or amends the terms and conditions relating to, or otherwise impacting, the Acquiring Services;
- 28.4.15. the Merchant has been listed on the UK HM Treasury's financial sanction lists, the OFAC list or a Payment Scheme's fraud and risk databases (including MATCH, VMSS or equivalent); or
- 28.4.16. the Merchant materially changes the type of the goods and/or services sold by the Merchant without obtaining the Acquirer's prior written consent to use the Services for the changed goods or services.
- 28.5. Any termination of the Agreement by the Acquirer shall become effective upon notice being given to the Merchant by the Acquirer (or on such later date as the Acquirer may specify in such notice).
- 28.6. The Acquirer shall not be obliged to give notice to the Merchant of any suspension of the Services pursuant to this Agreement. Any such suspension shall be to such extent (including in respect of the nature of the Services or the Outlets which may be affected by the suspension) and for such period as the Acquirer may (in its absolute discretion) think fit.
- 28.7. Any termination of the Agreement shall not affect any liabilities incurred prior to termination nor any provision expressed to survive or to be effective on termination.
- 28.8. Upon the termination of the Agreement, for whatsoever reason, the Merchant shall cease to use or refer in any manner to the Acquirer logos or trademarks or any Payment Scheme Marks, and shall return to the Acquirer all information, publications, promotional materials or other items bearing such logos or trademarks at the Merchant's own expense.
- 28.9. On termination of the Agreement, the Merchant shall immediately pay to the Acquirer all amounts owed by the Merchant under the Agreement and, for the avoidance of doubt, the Acquirer shall remain entitled to withhold or set-off sums pursuant to clause 20, deduct sums from any Collateral and recover any Chargebacks or other Merchant Liabilities.
- 29. ASSIGNMENT AND SUB-CONTRACTING**
- 29.1. Neither VESTA nor the Merchant shall assign, novate, sub-contract or transfer all or any part of its rights or obligations under the Agreement. Any purported assignment, novation, sub-contracting or transfer of all or any part of the Agreement or any interest in it shall be null and void and of no effect.
- 29.2. The Acquirer shall be entitled to assign, novate, sub-contract or transfer all or any part of its rights or obligations under the Agreement, at any time and to any Person.
- 30. FORCE MAJEURE**
- 30.1. The Acquirer shall not be in breach of the Agreement, nor liable for any failure to perform (or for any delay in



the performance of) any of its obligations under the Agreement, if and to the extent that such failure or delay arises from or is attributable to acts, events, omissions or accidents beyond its reasonable control (including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, pandemic or epidemic, lock-outs, strikes or other labour disputes (whether or not relating to the Acquirer's workforce), restraints or delays affecting (or any default of) the Acquirer's suppliers or sub-contractors.

30.2. Without prejudice to the generality of clause 30.1 and notwithstanding any other provisions of this Agreement, the Acquirer shall not be in breach of the Agreement, nor liable for any failure to perform (or for any delay in the performance of) any of its obligations under the Agreement, if and to the extent that such failure or delay arises from or is attributable to:

30.2.1. abnormal and unusual circumstances beyond the Acquirer's control (including where this results in any contravention of any requirement imposed on the Acquirer by or under any Applicable Laws); or

30.2.2. compliance by the Acquirer with its obligations under any Applicable Laws.

31. NOTICES

31.1. All notices and consents to be given by the Acquirer to the Merchant in connection with the Agreement (including information required to be given to the Merchant pursuant to the PSR) shall be given in writing and may be delivered personally or sent by post or email using the last known contact details of the Merchant (whether set out on the Agreement, in the Portal or otherwise notified to or obtained by the Acquirer during the term of the Agreement); or

31.2. All notices and consents to be given by the Merchant to the Acquirer in connection with the Agreement (including where applicable pursuant to the requirements of the PSR) shall be given in writing and may be delivered personally or sent by post to the Acquirer's registered office address (or other applicable address) as shown on the Acquirer's website from time to time (or to such other address as may be notified by the Acquirer from time to time).

31.3. Correctly served notices and consents in accordance with the foregoing provisions of this clause 31 shall be deemed to have been delivered as follows:

31.3.1. if sent by post, two days after posting; and

31.3.2. if delivered personally or sent by email, at the time of delivery or sending.

32. THIRD PARTY RIGHTS

32.1. Save as provided in clause 32.2, nothing in the Agreement shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term of the Agreement under the Contracts (Rights of Third Parties) Act 1999. This clause 32 does not affect any right or remedy of any Person which exists or is available otherwise than pursuant to that Act.

32.2. Subject to the remaining provisions of this clause 32, the Acquirer, Payment Schemes and the Card Issuers may enforce against the Merchant (and accordingly shall have the benefit of) any of the provisions in the Agreement which refer to (or by implication include) any right of any the Acquirer, Payment Schemes or the Card Issuers.

32.3. Notwithstanding clause 32.2, the Agreement may be terminated or varied without reference to any the Acquirer Group Company, the Acquirers, the Card Issuers or any other Person and sections 2(1)(a) to (c) of the Contracts (Rights of Third Parties) Act 1999 shall not apply.

33. ENTIRE AGREEMENT

33.1. The Agreement constitutes the entire agreement and understanding between the parties in respect of the



matters dealt with and supersedes, cancels and nullifies any previous agreement between the parties relating to such matters (but without prejudice to any accrued rights or obligations under any such prior agreement).

- 33.2. The Agreement sets out the full extent of each party's obligations and liabilities arising out of or in connection with the Agreement and each party acknowledges and agrees that there are no conditions, warranties, representations or terms, express or implied, that are binding on either party, except as specifically provided in the Agreement (and it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding, whether negligently or innocently made, other than as expressly set out in the Agreement). Any condition, warranty, representation or term which might otherwise be implied into or incorporated in the Agreement or any collateral contract, whether by statute, common law, or otherwise, is hereby expressly excluded.

34. AMENDMENTS TO THE AGREEMENT

- 34.1. The Acquirer shall, from time to time and in its absolute discretion, be entitled to amend (including by way of additional provisions) any of the terms of the Agreement, including all or any of the Fees, on giving the Merchant not less than two (2) months' prior notice.

- 34.2. Where the Acquirer serves notice of any changes pursuant to clause 34.1:

34.2.1. unless the Merchant notifies the Acquirer, prior to the expiry of the applicable 2 (two) month notice period, that it does not accept such changes, it shall be deemed to have accepted such changes, which shall take effect on the expiry of such notice period (and the Agreement shall be deemed to be amended accordingly);

34.2.2. the Merchant shall be entitled to terminate the Agreement without charge at any time before the expiry of such notice period.

- 34.3. Notwithstanding clause 34.1, the Acquirer shall be entitled to amend any interest or exchange rates applicable to the Fees or other amounts payable by the Merchant with immediate effect and without notice to the Merchant where such changes are based on reference interest or exchange rates information which has been provided to the Merchant by the Acquirer.

35. MISCELLANEOUS

- 35.1. Neither party shall make or permit to be made any publicity releases or announcements regarding the Agreement without the prior written consent of the other (such consent not to be unreasonably withheld or delayed).

- 35.2. Each party shall be responsible for its own costs in connection with the preparation, negotiation and entry into of the Agreement and (save as otherwise expressly provided or as otherwise agreed in writing between the parties) any other documents contemplated by it.

- 35.3. Save as otherwise expressly provided in this Agreement, nothing in the Agreement is intended to, or shall be deemed to:

35.3.1. establish any partnership or joint venture between the parties, constitute any party (or its Personnel) the agent of the other (or the other's Personnel), or authorise either party (or its Personnel) to make or enter into any commitments for or on behalf of the other (or the other's Personnel); or

35.3.2. render either party, or any of their respective officers or employees, an officer or employee of the other,

and each party shall not (and shall procure that its Personnel shall not) act, or purport to act, in a manner which is inconsistent with the foregoing provisions of this clause 35.3.



- 35.4. Save for any permitted amendments in accordance with clause 34, no amendment or variation of the Agreement shall be effective unless in writing and signed by a duly authorised representative of the Acquirer.
- 35.5. The failure of either party to require the performance of any of the terms of the Agreement, or the waiver by either party of any default under the Agreement, shall not prevent a subsequent enforcement of such term, nor be deemed a waiver of any subsequent breach.
- 35.6. If any provision of the Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity, legality, or enforceability of any other provision of the Agreement, provided that such invalidity does not materially prejudice a party's rights or obligations contained in the remaining provisions.
- 35.7. The Agreement shall be concluded in the English language. All correspondence and communications in connection with the Agreement (including in respect of information required to be given to the Merchant pursuant to the PSR) shall be given in English. In the event of any conflict between the English version of the Agreement (or any part of the Agreement, or any document referred to in it) or any such correspondence and communications and any version thereof which has been translated into any language other than English, then the English version shall prevail.
- 35.8. The Agreement and any matter arising from or in connection with it (including its formation and all non-contractual or other obligations arising out of or in connection with it) shall be governed by and construed in accordance with the laws of England and Wales and the parties hereto submit to the exclusive jurisdiction of the courts of England and Wales.



Schedule 1 – Data Processing Terms

1. Introduction

- 1.1 This Schedule 1 shall only apply to the extent that the Acquirer is Processing Protected Data.

2. Definitions

- 2.1 In this Schedule 1, the following expressions (whether used in plural or singular form) have the following meanings, unless otherwise specified or the context otherwise requires:

Data Protection Impact Assessment means an assessment relating to Personal Data as referred to in Article 35(1) of the GDPR, insofar as applicable to the Protected Data;

Data Subject has the meaning set out in the GDPR;

Data Subject Request means a request made by a Data Subject to exercise any rights of such Data Subject under Data Protection Legislation relating to the Protected Data;

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Protected Data transmitted, stored or otherwise Processed by the Acquirer or any Sub-processor;

Protected Data means the Personal Data described in Annex 1 to this Schedule and any other Personal Data Processed by the Acquirer on behalf of the Merchant pursuant to or in connection with the Agreement;

Standard Contractual Clauses means the standard contractual clauses for the transfer of Personal Data to Processors established in third countries, as approved by Commission Implementing Decision (EU) 2021/914 of 4 June 2021, or any set of clauses approved by the European Commission which amends, replaces or supersedes these;

Sub-processor means any data processor appointed by the Acquirer to Process Protected Data on behalf of the Merchant; and

Supervisory Authority means any regulatory authority responsible for the enforcement of Data Protection Legislation.

3. Data Processing

- 3.1 Each party acknowledges and agrees that the Merchant shall be the Controller and the Acquirer the Processor in respect of the Protected Data for the purposes of Data Protection Legislation.

- 3.2 the Acquirer shall only Process the types of Protected Data relating to the categories of data subjects for the specific purposes in each case as set out in Annex 1 to this Schedule 1 and shall not Process the Protected Data other than in accordance with the Merchant's documented instructions (whether in the Agreement or otherwise) unless Processing is required by applicable law to which the Acquirer is subject, in which case the Acquirer shall, to the extent permitted by such law, inform the Merchant of that legal requirement before Processing that Protected Data.

- 3.3 the Acquirer shall inform the Merchant if, in its opinion, an instruction it receives from the Merchant pursuant to the Agreement or otherwise infringes Data Protection Legislation.

4. Merchant Warranty

- 4.1 The Merchant warrants that it has all necessary rights and has provided all relevant notices to data subjects to provide the Protected Data to the Acquirer for the Processing to be performed in relation to the Services.

5. The Acquirer Personnel

- 5.1 The Acquirer shall treat all Protected Data as confidential and shall use reasonable efforts to inform all its relevant employees, contractors and/or any Sub-processors engaged in Processing the Protected Data of



the confidential nature of such Protected Data.

5.2 The Acquirer shall take reasonable steps to ensure the reliability of any employee, contractor and/or any Sub-processor who may have access to the Protected Data, ensuring in each case that access is limited to those persons or parties who need to access the relevant Protected Data, as necessary for the purposes set out in paragraph 3.2 in the context of that person's or party's duties to the Acquirer.

5.3 the Acquirer shall ensure that all such persons or parties involved in the Processing of Protected Data are subject to confidentiality undertakings or are under an appropriate statutory obligation of confidentiality.

6. Security

6.1 the Acquirer shall implement appropriate technical and organisational measures, including those set out in Annex 2 to this Schedule 1, to ensure a level of security of the Protected Data appropriate to the risks that are presented by the Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data, as required under Data Protection Legislation.

7. Sub-processing

7.1 The Merchant hereby grants its general authorisation to the appointment of Sub-processors by the Acquirer under the Agreement.

7.2 As at the Commencement Date, the Merchant hereby authorises the Acquirer to engage those Sub-processors set out in Annex 1 to this Schedule 1.

7.3 the Acquirer shall inform the Merchant of any intended changes concerning the addition or replacement of such Sub-processors, thereby giving the Merchant the opportunity to object to such changes.

7.4 With respect to each Sub-processor, the Acquirer shall:

7.4.1 enter into a written contract with the Sub-processor which shall contain terms materially the same as those set out in this Schedule 1;

7.4.2 remain liable to the Merchant for any failure by the Sub-processor to fulfil its obligations in relation to the Processing of any Protected Data.

8. Data Subject Rights

8.1 the Acquirer shall without undue delay, and in any case within three (3) Business Days, notify the Merchant if it receives any Data Subject Request and shall provide full details of that request.

8.2 Insofar as possible, the Acquirer shall provide such assistance as reasonably requested by the Merchant to enable the Merchant to comply with any Data Subject Request.

9. Incident Management

9.1 In the case of a Personal Data Breach, the Acquirer shall without undue delay and, in any event, not later than twenty-four (24) hours after having become aware of it, notify the Personal Data Breach to the Merchant providing the Merchant with sufficient information which allows the Merchant to meet any obligations to report a Personal Data Breach under Data Protection Legislation.

10. Data Protection Impact Assessment and Prior Consultation

10.1 the Acquirer shall, at the Merchant's request, provide reasonable assistance to the Merchant with any data protection impact assessments which are required under applicable Data Protection Legislation and with any prior consultations to any data protection supervisory authority of the Merchant which are required under Data Protection Legislation, in each case in relation to Processing of Protected Data by the Acquirer on behalf of the Merchant and taking into account the nature of the Processing and information available to



the Acquirer.

11. Deletion or Return of the Protected Data

11.1 Subject to paragraph 11.2, the Acquirer shall promptly and in any event within ninety (90) calendar days of the earlier of: (i) cessation of Processing of Protected Data by the Acquirer; or (ii) termination of the Agreement, at the choice of the Merchant either:

11.1.1 return a complete copy of all Protected Data to the Merchant by secure file transfer in such format as notified by the Merchant to the Acquirer and securely wipe all other copies of Protected Data Processed by the Acquirer or any Sub-processor; or

11.1.2 securely wipe all copies of Protected Data Processed by the Acquirer or any Sub-processor,

and in each case provide written certification to the Merchant that it has complied fully with this paragraph 11.1.

11.2 the Acquirer shall not be required to return or delete any Protected Data in accordance with paragraph 11.1 where it is required to retain such data in order to comply with applicable laws.

12. Audit Rights

12.1 the Acquirer shall make available to the Merchant on request all information reasonably necessary to demonstrate compliance with the Agreement and Data Protection Legislation and allow for and contribute to audits in accordance with the Acquirer's or its Sub-processors' policies in place from time to time.

12.2 Prior to conducting any audit pursuant to paragraph 12.1, the Merchant must submit an audit request to the Acquirer and the Merchant and the Acquirer must agree the start date, scope and duration of and security and confidentiality controls applicable to any such audit.

12.3 the Acquirer may (acting reasonably) object to the appointment by the Merchant of an independent auditor to carry out an audit pursuant to paragraph 12.1 and, where this is the case, the Merchant shall be required to appoint another auditor or conduct the audit itself.

13. International Transfers Of Protected Data

13.1 In the event that a transfer of the Protected Data to the Acquirer is reasonably considered to involve a transfer of the Protected Data outside of the UK which is not recognized by the European Commission as ensuring an adequate level of protection for Personal Data, the Acquirer shall, upon request, enter into Standard Contractual Clauses with the Merchant for such transfer of Protected Data.

14. Costs

14.1 The Merchant shall pay any reasonable costs and expenses incurred by the Acquirer in meeting the Merchant's requests made under paragraphs 8, 10 and 12.

15. Miscellaneous

15.1 Any obligation imposed on the Acquirer under the Agreement in relation to the Processing of Protected Data shall survive any termination or expiration of the Agreement.



Annex 1: Data Processing Information

This Annex 1 to Schedule 1 includes certain details of the Processing of Protected Data as required by Article 28(3) GDPR.

Subject matter, nature and purposes of the Processing of Protected Data	Processing for the purposes of provision of the Services.
Duration of the Processing	The duration of the Agreement.
Type of Protected Data	<p>Personal data including:</p> <ul style="list-style-type: none"> • names • Card information (such as Card Number, expiry date etc.) • Addresses • Transaction information • Email address • Telephone number • Fax number • Government ID • Bank account number and bank routing number • Username • IP address
Categories of data subjects	Customers, Cardholders
Sub-processors	TPPPs