



PayPoint

PayPoint Booklet of Terms

for General Retailer Agreements

(GRA 2.3)

Applies to Retailers in Great Britain

Effective from February 2024

This booklet sets out the terms and conditions that govern your role as a PayPoint Agent and your provision of selected PayPoint Agency Services and/ or use of particular PayPoint products. The booklet is made up of the 'General Terms', which apply to each contract you may have with us and a collection of 'Specific Terms' (and associated 'Appendices') that support the General Terms and apply depending on what PayPoint Agency Services you are offering, or products you are receiving.

Each contract you have with us for the products and services set out in this booklet is made up of the following:

- The General Terms
- The relevant Specific Terms (and applicable Appendices)
- The Retailer Guide (which is described in further detail in the General Terms)
- The specific Confirmation Form

Please note that the provision of this booklet does not by itself constitute an offer from us for you to provide any of these services or use any of these products. The extent of the PayPoint products and services that you offer remains subject to a specific and concluded contract between us.

Please read the General Terms, the applicable Specific Terms and any applicable Appendices thoroughly and carefully as they set out in detail your obligations as a PayPoint Agent. You can jump to the relevant pages and sections using the table below.

Please also note that the terms of your PayPoint Contract may change from time to time. In such circumstance we will always give you **28 days' prior notice**. Always use the latest version of this booklet, which can be found at: www.paypoint.com/bookletofterms.

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SECTION 1: GENERAL TERMS

PART A– DEFINITIONS AND INTERPRETATION

A.1 DEFINITIONS

The following definitions shall apply to each Contract, unless an alternative definition is provided in the relevant Specific Terms, Appendices, or the Confirmation Form:

Authorised Sites are Your retail sites authorised to provide a PayPoint Agency Service or use a PayPoint Product (unless We permit such product to be used outside Your sites) as specified on the specific Confirmation Form.

Collect+ Service means services which allow end-user customers to arrange for the shipment, delivery and/or return of goods at the agreed Authorised Sites that provide these services pursuant to Our Contract with You.

a **Confirmation Form** is a document or notification (either electronic or in hard copy) from **Us** which sets out the particular PayPoint Agency Service **You** have agreed to provide and/or a particular PayPoint Product that **You** have agreed to receive for the term of each Contract (but for the avoidance of doubt, excludes any quotation document We produce). A Confirmation Form may set out specific terms applicable to the particular PayPoint Agency Service or PayPoint Product that, when read together with these General Terms, the applicable Specific Terms and its relevant Appendices (or Annexures) and the Retailer Guide and other contractual documentation, creates and sets out the Contract between us. A Confirmation Form may also be used for renewing Your Contracts with Us.

a **Contract** is made up of a Confirmation Form together with these General Terms, the applicable Specific Terms (and its applicable Appendices or Annexures), the Retailer Guide and any specific documentation that may be provided. For the avoidance of doubt, any quotation document produced by Us does not form part of a Contract.

Clients are Our clients to whom We provide various services, such as customer payment and collection services, which **You**, as a PayPoint Agent, assist Us to provide.

Collections is PayPoint Collections Limited.

Data Protection Legislation means the Data Protection Act 2018 and any successor thereto and includes any subordinate legislation or associated legislation made under it together with any provision amending superseding it or re-enacting it (whether with or without modification).

Data Subject Access Request means a request from a Data Subject for information made in accordance with the Data Protection Legislation.

Enhanced Alternative Equipment is what We deem alternative equipment We may offer to You with an increased Service Fee (or other additional fee) and new contractual terms.

EPoS is the retail management system that may be provided with the Equipment, as set out on Your Confirmation Form. EPoS is further set out and defined in Schedule 2, Appendix B.

the **Equipment** is any Terminal(s) or other hardware (including its software), peripherals or any software solution We provide (whether or not intended for use on non-PayPoint hardware and/or software), that forms part of the overall PayPoint System We provide to You so You can provide a PayPoint Agency Service and/or use a PayPoint Product. Such Equipment may be specifically further defined in the applicable Specific Terms.

Equipment Retirement relates to the replacement of Equipment deemed end of life as described at D.1.8.

An **Insolvency Event** is any of the following, where **You** are an individual or partnership:

- (a) You become bankrupt;
- (b) You are presented with a petition or receiving order in bankruptcy (or these are made against You);
- (c) You make or offer to make any arrangement or composition with any one or more of Your creditors; or
- (d) Any mortgagee or other creditor takes possession of any asset from You.

Or, if You are a company:

- (a) You become insolvent;

- (b) You enter into any composition or scheme of arrangement with Your creditors or a class of Your creditors;
- (c) You have a receiver or manager, administrator or liquidator appointed; or
- (d) Any mortgagee or other creditor takes possession of any asset from You.

And, in relation to Us (but not in circumstances where Our group is restructuring or amalgamating):

- (a) We become insolvent;
- (b) We enter into any composition or scheme of arrangement with Our creditors or a class of Our creditors; or
- (c) We have a receiver or manager, administrator or liquidator appointed.

The **Materials** are those items We may send to You from time to time, which may include point of sale and/or marketing materials, journal media, receipt rolls (if provided), a supervisor card, ATM keys and combination codes, a stock of tokens and other items integral to the operation of the PayPoint System.

A **Modification** is any alteration, upgrade, or addition to Your Third Party EPoS System (software or hardware) that may interfere with the Retailer EPOS Integration.

Network is PayPoint Network Limited.

No Cost Alternative Equipment is what We deem equivalent replacement Equipment We may offer to You at no additional charge.

A **PayPoint Agent** is a person, company or partnership We have selected to join the PayPoint network to provide PayPoint Agency Services on behalf of Our Clients and (where relevant) to use PayPoint Products, and who has entered into a valid Contract with Us.

The **PayPoint Products** are those additional products, facilities, or services We may offer You for Your use, to assist the provision of PayPoint Agency Services, and/or for use in Your business generally. PayPoint Products currently include (which may change from time to time):

- Card Services;
- EPoS – including different EPoS packages; additional services/features and software (whether separately chargeable or not);
- Collect+ StoreScan App;
- Cardnet Settlement Service;
- PayPoint Connect or PPOS.

The **PayPoint Agency Services** are those services We may agree that You can provide as a PayPoint Agent. The PayPoint Agency Services include (which may change from time to time):

- Transaction Services
- Collect+ Service; and
- ATM Services; and
- PayPoint Counter Cash Services

The **PayPoint Group** means each of Network, Collections, Solutions and PPSL and each of their subsidiaries, their holding company from time to time, and each and any subsidiary or holding company from time to time of such holding company.

The **PayPoint System** is the software and associated hardware infrastructure, including Equipment and all non-optional required ancillary devices, provided by PayPoint to You for delivery of the PayPoint Agency Services and/or use of PayPoint Products. For the avoidance of doubt, this does not include Our own back-end systems, software, and architecture.

Personal Data has the meaning given to it in the Data Protection Legislation.

PPSL is PayPoint Payment Services Limited.

A **Regulatory Body** are those regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate or influence the matters dealt with PPSL or any other affairs of any company in the PayPoint Group.

Representatives are any of Our representatives who could be employees, officers, agents, sub-contractors, auditors, financial institutions or such other persons We appoint from time to time to represent Us.

Retailer EPOS Integration is the system allowing the integration and/or delivery of PayPoint Agency Services via a Third Party EPoS Provider who has been accredited by US for this purpose, whether in a standalone manner or in conjunction with other Equipment. Retailer EPOS Integration may be known as “PPOS” or “PayPoint Connect” or other name as set out in Your Confirmation Form, along with accompanying hardware which may include a Terminal or peripherals, again as set out in Your Confirmation Form.

The **Retailer Guide** comprises of the instructions, procedures, specifications, service standards and training guide manuals provided for the various PayPoint Products and PayPoint Agency Services which You must follow (You will be provided with either a hard copy, an electronic copy through the terminal system or instructed to access it via my.paypoint.com). Each guide may include supporting guides and additional instructions in respect of a PayPoint Agency Service or PayPoint Product. We may update and amend the guides from time to time.

The **Service Standards** are those standards We expect You to meet as a PayPoint Agent as set out and described in the Retailer Guide.

Signage is the PayPoint signage You are required to display, depending on the PayPoint Agency Services You provide, as specifically described at D.2.

Solutions is PayPoint Retail Solutions Limited.

The **Specification** is the Retailer EPOS Integration specification document We may provide to You if applicable to Your installation of the PayPoint System at Your Authorised Site, as may be amended, modified or updated by Network from time to time.

The **Terminal** is the terminal hardware included as part of the PayPoint System installed and provided by Network to enable You to provide these PayPoint Agency Services, effect Transactions on behalf of Our Clients and receive benefit of any other appropriate functionality of the PayPoint System.

A **Third Party EPoS Provider** is the provider of a Third Party EPoS System.

The **Third Party EPoS System** is electronic point of sale software and equipment to which the Retailer EPOS Integration can be integrated, where such system is approved by Us.

Transaction Services means customer payment facilities, including both payments in and payments out as facilitated by Equipment We make available to You.

Us, We or Our means the PayPoint Company or Companies You contract with, being Network, Collections, PPSL and Solutions or any one or combination of these PayPoint companies (as appropriate), and any Representatives. Where a specific PayPoint company is identified and referenced, the rights and obligations relevant shall be owed to or by that particular PayPoint Company.

The **Warranties** are those warranties You provide to Us as set out at the end of these General Terms or Specific Terms; and

You or Your is the person, persons or entity appointed as a PayPoint Agent to provide PayPoint Agency Services or as a customer to receive PayPoint Products, as set out on the applicable Confirmation Form.

A.2 INTERPRETATION

A.2.1. Unless stated otherwise, references to Clauses in these General Terms are to the clauses in these General Terms and references to Clauses in each set of Specific Terms (and their associated Appendices) are to the clauses in such Specific Terms (or Appendices).

A.2.2. These General Terms apply to all PayPoint Agency Services for which a Confirmation Form has been completed (and, where relevant, those provided PayPoint Products), and should be read along with the relevant Specific Terms, relevant Appendices and other documentation that make up a specific Contract between Us.

A.2.3. The Confirmation Form may combine and cover all PayPoint Agency Services You agree to provide (and the relevant PayPoint Products), or it may only confirm certain PayPoint Agency Services (or, where relevant, additional PayPoint Products). You confirm that You shall provide those PayPoint Agency Services (and, where relevant, receive the PayPoint Products) as set out on the Confirmation Form in accordance with these General Terms and the relevant Specific Terms (including, where relevant, the appropriate Appendices). The provision of each relevant PayPoint Agency Service remains subject to its own individual Contract.

A.2.4. In addition, any separate and pre-existing agreement between us (such as a Retail Agent Master Agreement) for the provision of a PayPoint Agency Service will not be replaced unless such PayPoint Agency Service is confirmed on the Confirmation Form (in which case the pre-existing agreement will then be replaced). For example, if the Confirmation Form stipulates the provision of ATM Services only, any pre-existing agreement for the provision of Transaction Services shall remain unaffected unless the Confirmation Form also stipulates the renewal of Transaction Services.

A.2.5. If there is any inconsistency between the documents that make up a Contract, they should be read in the following order to resolve the inconsistency:

- (a) The Confirmation Form;
- (b) The Specific Terms;
- (c) Any Appendices to the Specific Terms;
- (d) The General Terms;
- (e) The Retailer Guide; and
- (f) Any other documentation

PART B – PRIMARY OBLIGATIONS AND APPOINTMENT

B.1 YOUR PRIMARY OBLIGATIONS

You must provide the relevant PayPoint Agency Services or use the PayPoint Products:

- (a) In accordance with the terms of Your Contracts; and
- (b) In accordance with Our instructions, Service Standards and procedures;

B.2 APPOINTMENT

B.2.1. Where We agree to appoint You as a PayPoint Agent to provide a PayPoint Agency Service (or where You agree to take a PayPoint Product) and You have passed the necessary accreditation, You are appointed on completion of the relevant Confirmation Form. Appointment as a PayPoint Agent means You are entitled to provide the relevant PayPoint Agency Services subject to the terms of Your Contract. PayPoint may at any time during the Term of this Agreement re-accredit You and You are required to provide all assistance in this re-accreditation process. You may be required to pay a Service Fee for the provision of PayPoint Agency Services, as set out in the relevant Specific Terms, or corresponding Confirmation Form. Where any promotional terms are applied to the Service Fee by Us, such terms will be set out in separate documentation that we will notify to You that will form part of Your Contract with Us, pursuant to clause A.2.5(f) of these General Terms.

B.2.2. No partnership or joint venture relationship is created in any Contract. You must not enter any agreement or accept liability on Our, or Our Clients', behalf. You must not make any statements or representations that imply or suggest that You have any authority beyond what is specifically granted under Your Contract.

B.2.3. All intellectual property rights in any Materials, Equipment, Signage and any other PayPoint documentation always remains Our property. You must not claim any right in this property, beyond what is granted under Your Contract, nor will You use any of Our intellectual property rights other than in accordance with the terms of Your Contract.

PART C – SERVICES AND STAFF

C.1. PROVIDING PAYPOINT AGENCY SERVICES

C.1.1. You confirm that the Warranties are true and correct. **Breach of the Warranties will be considered material, entitling Us to terminate any or all of Your Contracts.**

C.1.2. You shall exercise due skill, care and diligence in providing the PayPoint Agency Services.

C.1.3. You must operate and use the Equipment, PayPoint System and all Materials at all times in accordance with the terms of Your Contract which includes (without limitation) the Retailer Guide and/or any other Specification issued by Us.

C.1.4. You confirm that You have Your own email address and internet access. We may require You to obtain an additional free of charge email account from a specific provider, if necessary, to allow You to use any PayPoint Products or to provide the PayPoint Agency Services. You must inform Us immediately if You propose to change Your email address or Your telephone number.

C.1.5. All PayPoint Agency Services must be provided during Your agreed opening hours and for the full term of Your Contract. This will include any notice period prior to termination.

C.1.6. Without affecting the general application of C.1.5, We appreciate that circumstances may change. However, You must notify Us promptly and in writing if You propose to change the ownership, trading name or address, or if You intend to permanently or temporarily close Your business at any or all Authorised Sites. This is extremely important. If You comply with this requirement, We may, in certain circumstances, accommodate temporary closures for a reasonable period where closure is for a legitimate purpose (for instance, if You intend to carry out renovations) or accommodate a change to the Authorised Site address. Similarly, We may agree to waive any early termination charges if We agree in writing to a new owner of Your business becoming a PayPoint Agent and passing Our accreditation requirements. Any decision remains entirely at Our discretion, and You will remain responsible for the performance of Your Contracts, including any monies You owe Us, regardless of whether You have transferred Your business or if You remain in occupation of any or all of the relevant Authorised Sites. Moreover, any notification made pursuant to this C.1.6 does not affect Our right to terminate as set out at I.2.

C.1.7. Where the PayPoint Agency Service requires the collection of money from customers, You understand that You have no rights in the sums collected. They do not form part of Your assets. You collect and hold these sums solely and exclusively to perform Your obligation of onward payment pursuant to Your Contract. You hold these sums on trust for Us. You must not use any of the sums collected for any purpose other than making them available to Collections for onward payment to Our Clients or as otherwise

instructed by Collections.

C.1.8. You acknowledge that We may carry out investigations where We receive any complaints from customers using a PayPoint Agency Service or where We believe You are not complying with Your obligations. You must cooperate with any such investigation by providing Us with access to all persons, records, documents and other matters that in Our opinion would facilitate the investigation. This is in addition to the specific audit provisions set out at J.8.

C.1.9 Although you are a business which is independent of PayPoint, You recognise that PayPoint has interest in the quality of the service you provide as this has a material bearing on the PayPoint Clients. As such, you must adhere to the following standards when dealing with persons accessing the PayPoint Agency Services:

- (a) Ensure that You and your staff are aware of the need for security.
- (b) Ensure that customers' information is treated in a confidential manner, especially when you are dealing with personal data which must be kept safe and protected.
- (c) Staff must give full attention to customers during transactions.
- (d) You or your staff should not be involved in bribery, money laundering or corruption in any form. No one should encourage, participate in, or condone a bribe or any other unlawful payment or benefit. You must take appropriate action if you see inappropriate behaviour.
- (e) You and your staff must be trusted and honest in all your work you are carrying out.
- (f) Everyone needs to be respected. You and your staff have an obligation to treat everyone fairly, equally and with respect.
- (g) Bullying or harassment is not acceptable towards anyone.
- (h) You must ensure that you follow any laws that apply to you and your business such as Data Protection, Modern Slavery, Anti-money Laundering or Diversity and Equality.
- (i) No unauthorised person should be performing any of the services and serve customers.
- (j) Any staff carrying out the services must do so with taking reasonable care and applying reasonable skill.
- (k) You should ensure that you treat vulnerable customers with the appropriate level of care and you must ensure that a vulnerable customer is able to safely access any PIN pad forming part of the Equipment or needed to process a PayPoint Agency Service.

C.2 STAFF QUALITY

C.2.1. You must employ a sufficient number of capable staff to provide the PayPoint Agency Service at each Authorised Site.

C.2.2. Following any initial training We provide as set out at F.1, You must ensure that You provide appropriate training to all other members of Your staff that provide the PayPoint Agency Services or operate the PayPoint Products.

C.2.3. You and all Your staff providing the PayPoint Agency Services must always follow the procedures that We set out in the Retailer Guide and only use Our approved Materials.

C.2.4. You and all Your staff providing the PayPoint Agency Services must follow and adhere to the Service Standards We expect of You as a PayPoint Agent.

C.2.5. You must ensure that You and Your staff do not do anything that adversely affects, or may adversely affect, Our reputation or the reputation of Our Clients. For example, You and Your staff must follow Our policies and procedures when providing PayPoint Agency Services. We will not tolerate any acts of financial crimes such as fraud or money laundering or other illegal behaviour, including discriminatory behaviour towards customers under the Equalities Act.

PART D – THE PAYPOINT SYSTEM, EQUIPMENT AND SIGNAGE

D.1 EQUIPMENT

D.1.1. We will agree with You the type of PayPoint System You should operate, including a type of Terminal or other such Equipment as required. If You are an existing and renewing PayPoint Agent, We may agree that You can renew and continue operating Your current -Equipment. As per clause D.1.20 below, You accept Your PayPoint System may also change in light of any Equipment Retirement that may take place. If You require additional Equipment Your Service Fee may increase as set out in the Confirmation Form..

D.1.2 The PayPoint System, including all Equipment provided, remains Our property and within Our control. You must not use Our Equipment for any purpose, or in any manner, other than as required to provide the relevant PayPoint Agency Services or to receive the PayPoint Products, or as We may direct. You must not claim or assert any ownership rights to any or all Equipment We provide. You must return (or allow for the collection of) our Equipment when requested by Us. Our ownership rights are not in any way impaired

due to any hardware being used at Your Authorised Sites. You must not sell or charge or permit a lien to be created over Your PayPoint System or Equipment. As between You and Us, Network (or its licensors, as applicable) retains all ownership and copyright in any software comprised in the PayPoint System and You are granted a non-exclusive license to use such software for the duration of this Contract. Please note, such software is provided 'as is' and no warranty, guarantee or representation is made by Network that such software is completely free from errors, inaccuracies or omissions or that it is fit for any purpose. We may update the functionality of such software at any time. Further terms of use for the PayPoint System are set out in Section 2 – Appendix B of this Booklet of Terms.

D.1.3. Save for any mobile software applications We make available to You, You must not remove the Equipment from within an Authorised Site. If there are any proprietary notices on the Equipment, You must make sure they are not removed or altered in any way. You may not connect, install, or upload, nor permit to the connection, installation or uploading of any unauthorised hardware, software or other devices to the Equipment without Our prior written consent.

D.1.4. You must provide sufficient space at each Authorised Site, for the installation of the Equipment We may provide You and provide Network with access and assistance to allow Network to install it. Once installed, You must not unplug or power down such Equipment unless You have agreed this with Network beforehand.

D.1.5 You must provide a suitable and separate thirteen (13) amp power socket and adequate lighting within reasonable distance of any Equipment We may provide You. You should not connect any Terminal using an extension lead. You must install and maintain a dedicated broadband connection for the Equipment (or such other connectivity required of You by Us). You must pay the installation, rental, call and any other costs associated with the use of the broadband connectivity (such as cables or Wi-Fi hardware required for a broadband connection of the Equipment). It is Your responsibility to ensure that You have all the required connectivity equipment required to operate such Equipment and that Your broadband has a minimum advertised bandwidth of 5Mb/s (the minimum bandwidth). Where you are provided with a non-portable Terminal, such Terminal must be plugged directly into the router and only operated via a Wi-Fi connection as a back-up to the broadband in the event where there are any outages or service issues affecting Your ability to provide Transaction Services. You must also ensure that all peripheral Equipment provided as part of the PayPoint System is never removed (unless it is an emergency and You have informed Us as soon as it was possible). The responsibility to provide a broadband connection with the minimum bandwidth and, Wi-Fi hardware to be used with portable Equipment, is Yours. Where a mobile data SIM is provided by Us, this is supplied only to provide temporary failover internet connectivity so as to avoid business interruption if there is a technical failure of your own broadband connection. We are not liable for any failures of the mobile data SIM to achieve connectivity. If We determine that there has been abuse of this mobile data SIM, which consists of using this mobile data SIM when there is no technical failure of your own broadband connection, we reserve the right to charge you for the data used by You in these periods.

D.1.6 You must take proper care of the Equipment while it is in Your possession. You must immediately inform Us of any fault, damage or loss. You must ensure all Equipment is situated in a suitable environment to ensure its safe operation.

D.1.7. If the Equipment encounters a fault, You must only carry out the procedures set out in the Retailer Guide. You must not otherwise tamper with the Equipment or the system generally or attempt to conduct Your own repair. You must not attempt to combine the Equipment with any other hardware or software other than where We specifically instruct or agree.

D.1.8. If the Equipment is damaged or lost by neglect or misuse by You or Your staff, You will be responsible for covering any costs of repair or replacement. We shall make the decision whether to replace (with new or refurbished Equipment) or repair the Equipment.

D.1.9. You must immediately inform Us where any Equipment, or any components to the Equipment, is stolen or criminally damaged. We will require a crime reference number and reimbursement for the replaced Equipment. You are required to insure the Equipment against theft and criminal damage as set out at H.2.

D.1.10. You must provide Us with full, free and timely access to Your Authorised Sites at the times that We may reasonably request so We can install, construct, inspect, maintain, service, repair, decommission, relocate or replace the Equipment and Signage as is necessary, where We inform You We wish to do so. This may include times outside of Your opening hours where there is an emergency. However, although You are required to provide Us with full, free and timely access to the required Authorised Site, access should only be allowed on the basis valid identification is provided. If You reasonably suspect identification to be invalid, or no identification is provided, You are not expected to grant access. Should You have any concerns, You should contact Us immediately.

D.1.11. Network may make an appointment with You for one of our engineers or contractors to install any new and/or remove existing Equipment. If the engineer attends the Authorised Site but, through no fault of Network, is unable to install or remove the Equipment, Network can charge You the call-out fee of £100 plus VAT. This may be recovered under the banking provisions set out in these General Terms.

D.1.12. Where provision of the any new Equipment or elements of the PayPoint System requires the decommissioning of any prior Equipment, You will be instructed separately on how to prepare such Equipment for decommissioning. You must follow these instructions carefully and must not disconnect such Equipment at any time until instructed to do so.

D.1.13. Where Network provides You with receipt rolls, You must only use the rolls as Network instructs. If You use them for any other purpose than with PayPoint, or You lose or damage them, Network may recharge to You the replacement cost of these rolls and continue to charge You for rolls provided going forward. Otherwise, where Network does not provide You with receipt rolls, or Your needs exceed what You are provided, You will be required to purchase receipt rolls beyond any We may supply to You. These rolls may be purchased from Network (price details are available on request), or You may source Your own rolls. If You source Your own receipt rolls, they must be compatible with the specification set out in the Retailer Guide. You will be responsible for any loss or damage caused for failure to use appropriate receipt rolls.

Where Your PayPoint System includes the Retailer EPOS Integration:

D.1.14. You must, as a minimum: (a) use a Third Party EPoS System through a Third Party EPoS Provider that has been approved by Network and have at least one (1) lane within each Authorised Site, each lane using a separate EPoS till system capable of operating Retailer EPOS Integration on each System; and (b) accept card payments at each Authorised Site for the duration of Your Contract with Us. However, these are minimum requirements and do not affect Network's discretion in determining whether to provide You with the Retailer EPOS Integration. Any renewal of Your Contract (where Your PayPoint System comprises of the Retailer EPOS Integration) will be subject to You having an approved Third Party EPoS System as at the date of Your renewal agreement (as set out in Your Confirmation Form).

D.1.15. Where You change Your Third Party EPoS Provider, any such new Third Party EPoS System must be with a Third Party EPoS Provider that is accredited and certified with Network. We can provide a list of accredited Third Party EPoS Providers on request. You will be responsible for all costs associated with changing Your Third Party EPoS System.

D.1.16. You must ensure that Your Third Party EPoS System provides suitable and operational internet access or other connection at all times during Your agreed opening hours. You must restart Your Third Party EPoS System at least once every 24 hours to ensure We can communicate with the Retailer EPOS Integration to provide software updates, Client Scheme updates and retrieve Transaction information.

D.1.17. Our ability to provide Our service to Our Clients is dependent on the Retailer EPOS Integration being live and operational and We therefore expect the Retailer EPOS Integration to be available to process Transactions at all times. However, We recognise that sometimes faults and errors can occur in IT systems. If You experience any downtime in Your Third Party EPoS System that affects the operability of the Retailer EPOS Integration, You must notify Network and Your Third Party EPoS Provider immediately. Network will work with Your Third Party EPoS Provider to ensure the fault is remedied as soon as possible. However, it remains Your responsibility to ensure that the Retailer EPOS Integration is restored as soon as possible. Where the fault affects all lanes within Your Authorised Site, meaning the Retailer EPOS Integration is unavailable at such Authorised Site, then without affecting any other remedies available to Us, Network may temporarily provide You with appropriate alternative Equipment until such fault has been remedied and the Retailer EPOS Integration is fully functional.

Equipment Retirement:

D.1.18. From time to time, We may notify You that certain Equipment We provide You has been deemed end of life and will be retired (an "**Equipment Retirement Notice**"). We will provide You with a minimum of 28 days' notice when issuing such Equipment Retirement Notice. At such time, We will provide You with either:

- (a) No Cost Replacement Equipment with no alternative choice. In such case You must co-operate to allow for the collection and/or decommissioning of the Equipment in question and replacement with the No Cost Replacement Equipment. Your Contract with Us will otherwise continue unchanged; or
- (b) Enhanced Replacement Equipment, with no alternative choice. In such case You will have 28 days from the date of the Equipment Retirement Notice to accept such Enhanced Replacement Equipment, and if You do not, You may during such period, serve Us 60 days' written notice to terminate Your Contract for Your Equipment and associated PayPoint Agency Services. You must serve such notice within the 28-day period and We will not apply any change to Your Service Fee or charge any additional Equipment fee during the 60-day period. If You do not serve notice to terminate during the 28-day notice period, You will be deemed to have accepted the Enhanced Replacement Equipment. You must co-operate to allow for the collection and/or decommissioning of the Equipment in question and replacement with the relevant Equipment (where provided by Us). Where You choose or are deemed to have accepted Enhanced Replacement Equipment, Your Contract with Us will be replaced or amended by the new terms of the new Equipment; or
- (c) A choice between either No Cost Replacement Equipment or Enhanced Replacement Equipment. In such case, You will have 28-days from the date of the Equipment Retirement Notice to confirm Your choice and if You do not notify Us of your choice during such period, You will be deemed to have chosen the No Cost Replacement Equipment. Your Contract with Us will otherwise continue unchanged. Otherwise, if You choose the Enhanced Replacement Equipment, Your Contract with Us will be replaced or amended by the new terms of the new Equipment. In either case, You must co-operate to allow for the collection and/or decommissioning of the Equipment in question and replacement with the relevant Equipment; or
- (d) No replacement equipment. In such instance, We may terminate some or all Contracts for PayPoint Agency Services and/or PayPoint Products upon a notice period that We will inform You of.

D.2 SIGNAGE AND ADVERTISING

D.2.1. You agree to the installation and display of the Signage as set out in the relevant Specific Terms (or other documentation). We will agree an appropriate time with You to install the relevant Signage but if You are not available at the agreed time, We may have to charge You Our costs if a visit is then aborted.

D.2.2. We may replace the graphic panels in the Signage from time to time.

D.2.3. We may require You to display other specific point of sale or marketing material from time to time.

D.2.4. You agree to keep the Signage in place and in good condition throughout the duration of Your Contract. You must not allow anyone to remove, tamper, deface or otherwise alter the Signage or any other point of sale or marketing materials provided.

D.2.5. You must inform Us immediately if any of the Signage, point of sale or marketing materials are lost, stolen or damaged, or if any of the mounted Signage appears to be unsecure or unsafe. You will be responsible for the cost of any replacement Signage or point of sale or marketing materials where they are damaged, lost or absent, or where any mounted Signage becomes unsecure or unsafe due to Your actions or if You fail to inform Us as required by this Clause. In the event Your Contract with Us is terminated for any reason, You are responsible for the safe removal and disposal of Signage and any associated costs. In some circumstances and at Our sole discretion, We may agree to remove the Signage for You and if We do, You shall provide Us with access to Your Authorised Site. Where We remove the Signage for You, We may charge You the cost of removal. Where We agree to remove the Signage and agree an appropriate time for removal, We may charge You Our costs if a visit is then aborted.

D.2.6. In addition, You must seek Our approval before:

- (a) Taking any photographs of the Signage, the Equipment or any of Our intellectual property;
- (b) Issuing any promotional material in relation to PayPoint generally, specific PayPoint Products or Agency Services (whether You provide them or not) or any specific Clients;
- (c) Displaying advertisements or erecting any other signs at any Authorised Sites that refer to PayPoint generally, specific PayPoint Products or Agency Services or any specific Clients; or
- (d) Displaying the PayPoint name, brand or logo in any other format than as provided by Us

D.2.7. You acknowledge and accept that PayPoint Equipment We provide You may display advertising to customers in Your retail site. Without limitation, such advertising may include:

- (a) Adverts printed on receipt rolls, whether printed by Equipment or pre-printed on receipt rolls provided by Us;
- (b) Adverts displayed on screens of Your Equipment provided by Us;
- (c) Adverts on Signage We may provide to You; and/or
- (d) Any other promotional content We advise You from time to time.

D.2.8. At Our sole discretion, We may provide You with the ability to select the type of advertising that may be displayed pursuant to clause D.2.7 (based, amongst other factors, on the goods sold at Your retail site) and also ask you to inform us if your preferences change. However, where You fail to respond to any such request or inform Us of a change in Your selection, We will decide the type of advertising displayed.

PART E – CONFIDENTIALITY AND INFORMATION

E.1 CONFIDENTIALITY OBLIGATIONS

E.1.1. You agree to keep all information You receive concerning PayPoint, the Equipment, Our Clients and their customers strictly confidential. Unless We instruct You otherwise You must not disclose this information to anyone else, nor should You use it for any purpose other than performing Your obligations as a PayPoint Agent or using a PayPoint Product. You may only disclose this information if You are required by law or by order of a court or if the information is public knowledge (other than where it becomes public due to Your breach). You must ensure that Your staff, contractors or any third party to whom You legitimately disclose the information complies with this obligation. You remain responsible for their actions.

E.1.2. You must also comply with the Data Protection Legislation (and any amendments to it) where it becomes applicable to Your provision of a PayPoint Agency Service (or use of a PayPoint Product). You acknowledge that Our Clients may also require You to comply with specific confidentiality requirements from time to time. We shall advise You of these requirements when they are required.

E.1.3. The obligations in this E.1 are extremely important. As such, You agree to indemnify Us against all losses, costs and damages that We may suffer as a result of Your breach of these obligations (including where Your staff, contractors or any third party on Your behalf breaches these obligations).

E.2 USE OF INFORMATION

E.2.1. You agree that We can:

- (a) Seek, hold and process any information We obtain about You (including where You are a company or a 'body incorporate', Your directors, shareholders or members), which may include pictures of Your Authorised Sites, as a result of Your application (or at any later date where We believe in our discretion that reaccreditation of You is necessary) to provide a PayPoint Agency Service or receive a PayPoint Product and during the period You are a PayPoint Agent;
- (b) Hold and use this information for a range of purposes including seeking credit checks and references, providing such information to any legal and/or Regulatory Body assessing Your initial financial limits and administering, operating and continually assessing these financial limits and Your status as a PayPoint Agent. We agree to hold this information for no longer than seven (7) years following termination of Your Contracts unless We need to keep it for longer for legal or regulatory purposes; and disclose this information to: (i) licensed credit reference agencies, (ii) other suppliers and creditors in order to make financial decisions, (iii) help prevent or detect fraud or other crimes, (iv) trace debtors, (v) recover debts, (vi) provide trade references, (vii) insurance companies for purposes that relate or might relate to Your status as a PayPoint Agent, (viii) any persons to whom We propose to transfer Our rights and/or responsibilities, (ix) tax authorities and regulatory bodies and (x) the extent required or permitted by law and/or to comply with any statutory and/or regulatory requirements. Information We may disclose may be used in assessing future applications by any person with whom You have a financial association and/or any other member of Your household.

E.2.2. For more information on how We process data, the type of information We collect, what We do with it, when We share it and where We send it, please see Our privacy statement which is available on our website at <http://www.paypoint.com/en-gb/retailer/privacy-statement> and forms part of Our Contract with You. You will also find our data protection contact details on Our website at www.paypoint.com.

E.2.3. Export - Some of Our systems such as back office functions, including email and contract management are cloud based. As part of the provision of support for such services Your Personal Data may be transferred outside the United Kingdom and/or the European Economic Area. In agreeing to be a PayPoint Agent You need to be aware that such export is an intrinsic part of the services We provide You and is necessary for the performance of the services in relation to Your contract with Us. In turn, We agree that We will only allow such export, if the appropriate legal structures and protections are put in place.

E.2.4. Marketing Communications – When You apply to offer services to Us or to take services from Us, You will be requested to provide Your marketing preferences. This enables You to decide which marketing communications You want to receive and how they are sent to You. You can update and amend these preferences at any time. If You want to check Your current marketing preferences You can e-mail Us at: **contactus@paypoint.com**. If You have previously subscribed but no longer wish to receive marketing communications, You can unsubscribe via the unsubscribe link included in our email marketing communications, by e-mailing Us at **contactus@paypoint.com** or by any other method set out in our privacy statement. When receiving communications from Us in relation to Our services, these may include communications from other companies in the PayPoint Group. This is to enable PayPoint to provide services to You (where the service is provided by more than one entity) and/or in some instances to comply with regulatory and/or operational obligations associated with the service.

E.2.5. Operational Communications – When You provide services to Us We need to send You notices and updates on how to provide those services. We will send these to the business e-mail address You have provided to Us. If You do not wish Us to send these communications to Your business e-mail address please provide a business postal address to receive these communications by e-mailing Us at **contactus@paypoint.com**. This business postal address must be an address within Your control and/or management. The "opt out" option is not applicable to operational communications as they are intrinsic to the good operation of the services and are not for marketing purposes.

E.2.6. Processing of Personal Data - As part of Your PayPoint Agency Services to Us or Your receipt and use of PayPoint Products and/or the PayPoint System, You may be required to process Personal Data relating to Us, Our Clients and/or the customers of Our Clients. In respect of any processing of Personal Data in arising from or in connection with the provision of PayPoint Agency Services, You agree and confirm You will:

- (a) Comply with the requirements of the Data Protection Legislation; Only process Personal Data in accordance with our instructions; Ensure You and Your staff and/or anyone providing the PayPoint Agency Services or using PayPoint Products are adequately trained and aware of their duties of confidentiality in relation to the provision of the PayPoint Agency Services and/or PayPoint Products;
- (b) Take appropriate measures to keep our Data secure and in a manner as instructed by Us;
- (c) Not sub-contract (sub process) the processing of Personal Data arising from or in connection with the provision of the PayPoint Agency Services and/or use of PayPoint Products to any third party without Our express written consent;
- (d) Provide Us with reasonable assistance to Us in responding to any Data Subject Access Request;
- (e) As instructed by Us delete or return any Personal Data held by You at the end of the term of Your Contract or earlier if so requested by Us;

- (f) Co-operate with any regulatory investigation and provide Us with reasonable assistance to enable Us to respond to any regulatory request;
- (g) Notify Us immediately if there is any breach, accidental loss or deletion and/or unauthorised disclosure of any Personal Data;
- (h) Not export any Personal Data in relation to the PayPoint Agency Services to any location outside the United Kingdom;
- (i) Ensure You have the necessary consents, authorisations and/or permissions to provide any of Your Personal Data to Us;
- (j) Co-operate with any audits of the Personal Data or Your actions in relation to the processing, disclosure, storage or holding of any Personal Data

E2.7. The processing of Personal Data by You under this Agreement will be for the duration of the Agreement.

E.2.8. The Personal Data processed by You in providing the PayPoint Agency Services may include Personal Data in relation to customers of Our Clients, Clients, PayPoint employees and/or PayPoint contractors.

E.2.9. The obligations contained in this section E.2 are a material term of Your Contract.

PART F – PAYPOINT GENERAL RIGHTS AND OBLIGATIONS

F.1 OUR GENERAL OBLIGATIONS

F.1.1. References to 'Us' in this Clause are references to Network or to Solutions (depending on the PayPoint Agency Service).

F.1.2. For PayPoint Agency Services We shall train You (including those agreed members of Your staff) to operate the relevant Equipment, perform Your role as a PayPoint Agent and to complete the necessary administrative tasks associated with providing the relevant PayPoint Agency Services. This initial training will be provided as part of any fee You are required to pay. We shall agree the dates and times to complete the training but if You or Your nominated staff are not available at the agreed time, We may charge You reasonable training costs incurred. Similarly, if We are required to retrain any of Your staff due to issues with service or where there is non-compliance with the Contract, We may charge You reasonable training costs for the additional training. For PayPoint Products, the Retailer Guide will set out the scope of training and how it is provided, which may include on-site and remote training. Tailored training may be agreed and provided for an additional fee.

F.1.3. We shall provide the Retailer Guide and shall keep You updated with any variations to it. If variations are made, We will inform You of the change and its effective date as soon as possible.

F.1.4. We shall provide a Retail Services Hub that You can contact when support is needed.

F.1.5. We shall install, inspect, maintain, service and repair the Equipment You are provided with. We shall agree with You the dates and times to carry out any required work but if You are not available at the agreed time, We may have to charge You Our costs if a visit is then aborted.

F.1.6. We shall provide You with certain Materials from time to time that are appropriate for a particular PayPoint Agency Service or Product (noting that certain Materials may be chargeable in accordance with the relevant Specific Terms).

F.2 OUR RIGHT TO VARY THE TERMS

We are entitled to unilaterally vary any of the terms of Your Contract on providing You with no less than 28-days' prior written notice. We may send this Notice to you as set out in clause J. 4 (Notices), which means that a notice to You from Us can be sent to your Equipment, email address or Your my.paypoint.com account. Our rights to vary commission rates, service fees and other costs are set out in the relevant Specific Terms or as part of an Equipment Retirement.

F.3 OUR RIGHT TO ASSIGN AND NOVATE

F.3.1. We shall be entitled to assign and/or novate any or all of Our rights and obligations under Your Contracts. Furthermore, We may sub-contract any of Our obligations.

F.3.2. Each Contract is personal to You and no rights or obligations granted by the Contracts shall be assigned, transferred, sub-contracted, charged or otherwise disposed of, in any manner, by You without Our prior written consent.

F.3.3. If We provide consent for You to sub-contract any of Your obligations, this consent shall not relieve You from any obligation

or liability under Your Contracts and You remain responsible for the acts, omissions, defaults, or negligence of any sub-contractor.

PART G – FINANCIAL

G.1 BANKING

G.1.1. You shall pay to Us:

- (a) All monies collected from customers at Authorised Sites on behalf of Clients and/or PayPoint pursuant to the applicable PayPoint Agency Services;
- (b) Any fees due to Us pursuant to the applicable PayPoint Agency Services or PayPoint Products; and
- (c) Other ad hoc amounts due to Us pursuant to the applicable PayPoint Agency Services or PayPoint Products.

G.1.2. Collections shall pay to You:

- (a) All amounts that We have authorised You to pay to customers of Clients for any Client schemes pursuant to the applicable PayPoint Agency Services;
- (b) The value of monies dispensed from an ATM supplied by Solutions under the provision of PayPoint ATM Services (if applicable); and
Any commission (and/or any other ad hoc payments) due to You in accordance with the commission clauses in the applicable Specific Terms or other written terms offered by Us

G.1.3. You shall make available monies due to Us by:

- (a) Opening and maintaining a business bank account at Your own cost with a Banks Automated Clearing Services (BACS) Card Services (“the Bank Account”). If the Bank Account is with a bank which is not a member of one or more of the UKPA Clearing Companies or such other association as may replace the UKPA, it must be approved by Collections. Collections may approve the use of an existing bank account as the Bank Account; and
- (b) Providing Collections (either acting in its own capacity or as collection agent for Solutions) with a variable Direct Debit authority. This shall be kept in full force and effect for the duration of Your Contract. The variable Direct Debit authority shall enable Collections to debit the amounts owed by You pursuant to all Contracts You have with Us following the notification procedure as described below.

G.1.4. You must provide Collections with 28-days prior written notice before changing the Bank Account. You must also ensure Collections is provided with a variable Direct Debit authority to enable Collections to debit the monies owed to Us for each Authorised Site to which the new Bank Account applies, without interruption. If the new Bank Account is with a bank which is not a member of one or more of the UKPA Clearing Companies or such other association as may replace the UKPA, it must be approved by Us.

G.1.5. On a daily basis, and in accordance with the timing of certain payments as set out in Your Contracts, We shall determine the amount that You shall pay Us (“Your Total Amount”) and the amount that We are to pay You (“Our Total Amount”), following the previous day’s transactions.

G.1.6. Collections shall notify You of these amounts (the “Notification”) through the Equipment if provided under the applicable Specific Terms and/or through the PayPoint extranet my.paypoint.com. The Notification shall also set out: (a) the amount Collections shall Direct Debit from Your Bank Account (the “Debit Amount”); and/ or (b) the amount Collections shall credit Your Bank Account as payment (the “Credit Amount”). The Debit Amount shall either be Your Total Amount or the net settled amount (as described below) and the Credit Amount shall either be Our Total Amount or the net settled amount, as the case may be.

G.1.7. Both Us and You shall ensure that the amounts notified as payable are paid by the date as set out in the Notification. You must therefore ensure that there are sufficient funds in the Bank Account to cover any Debit Amount payable.

G.1.8. In calculating the Debit Amount and the Credit Amount payable, We shall be entitled to net settle:

- (a) Our Total Amount; and/or
- (b) Any monies due to You under any other agreement between You and Us or another member of the PayPoint Group (including an agreement for a security cash deposit), against and/or
- (c) Any monies due to You and received by Us under any other agreement between You and Us or another member of the PayPoint Group

against

- (i) Your Total Amount; and/or
- (ii) Any monies You are required to pay under any other agreement between You and Us or another member of the PayPoint Group,

and the resulting amount shall be either payable by You as the Debit Amount or credited by Collections as the Credit Amount. This process may also be referred to as Simply Settled which is a product name we use in PayPoint documentation and materials.

G.1.9. Exercise by Us of our rights under this Clause shall be without prejudice to any other rights or remedies available, which include a general right to set off any monies We may owe You (for whatever reason) against any monies You may owe Us.

G.1.10. Unless Your bank confirms that the required funds were paid into Your account prior to the day the Debit Amount is due and payable, or unless due to a banking error, You shall be deemed to be in default of payment due to insufficient funds if Collections is unable to collect the Debit Amount by Direct Debit when it becomes due and payable ("Insufficient Funds"). You shall make good any shortfall forthwith on receipt of a notice of default due to Insufficient Funds. In addition, You will be required to pay (i) interest on the overdue balance at the rate of four percent (4%) per annum over Barclays Bank base rate from the due date for payment until the date of actual payment in full, (ii) an administration charge for the failed direct debit as notified to You from time to time (currently £75 plus VAT), and/or (iii) any legal fees or expenses incurred by Us to recover such sums from You.

G.1.11. On any default by You due to Insufficient Funds, Collections may, on providing notice, withhold all monies due under Your Contract until such time as You have made good any shortfall and paid interest on Insufficient Funds. Furthermore, We may, at Our election:

- (a) Disconnect and/or disable any or all Equipment for any period of time We deem necessary; and/or
- (b) Deduct any shortfall due to Insufficient Funds from any security cash deposit provided by You (and then require You to make up the deducted security); and/or
- (c) Require You to honour the terms of any personal guarantee You may have entered into with Us; and/or
- (d) Require You to provide a personal guarantee and/or security cash deposit (or additional security if You have already provided a security cash deposit); and/or
- (e) Commence proceedings for the recovery of outstanding amounts due; and/or
- (f) Terminate Your Contract (which may result in Balance Costs being applied (as defined and set out in the relevant Specific Terms)

G.1.12. Any charges or fees that are payable pursuant to Your Contract are net of VAT, which shall be payable where applicable.

G.2 COMMISSION

G.2.1. Where the Specific Terms expressly state that commission is due to You for providing a PayPoint Agency Service, the following provisions shall apply. Collections, Network, Solutions and/or PPSL shall generate and make available or send to You, or, dependent upon the nature of the PayPoint Agency Service and Equipment involved, issue to You from the Equipment a billing invoice at a frequency stated in the relevant Specific Terms. This billing invoice shall contain a statement of transactions for which payment of commission is due to You in the period covered by the billing invoice. In order to simplify and expedite administrative matters, Collections, Network, Solutions and/or PPSL shall issue these invoices under a self-billing arrangement (and where You are registered for VAT, will do so under a VAT self-billing agreement). You agree:

- (a) That, dependent upon the nature of the PayPoint Agency Service and the Equipment involved, the supplies to be made to Us under Your Contract shall be subject to the self-billing procedures and You accept these self-billing procedures;
- (b) That Collections, Network, Solutions and/or PPSL's self-billing invoices shall be the only tax invoices raised for the transactions between the Parties;
- (c) To pay the amount of VAT shown on such invoices to HM Revenue & Customs as output tax;
- (d) Not to apply to HM Revenue & Customs to be de-registered for VAT without first notifying Us in writing (and sending this notice by recorded delivery);
- (e) To inform Us immediately of any changes to Your VAT registration number, Your local VAT office and/or any circumstances relating to Your dealings with VAT or Your VAT registration (and sending this notice by recorded delivery); and
- (f) To indemnify Us for any VAT or other loss, damage or expense it may incur as a result of a breach by You of any of Your obligations under this Clause including but not limited to a refund in any overpayment of commission; and
- (g) To notify Us if You transfer Your business as a going concern, sell Your business or part of it; and
- (h) To co-operate with Us and provide any information We may request from You in seeking to verify Your tax status from time to time

G.2.2. You need to check the accuracy of the self-billing invoice within thirty (30) days of receipt. If You discover a discrepancy in or omission from the self-billing invoice You should notify Collections in writing straightaway.

G.2.3. If You do not notify Us of any discrepancy in or omission from the self-billing invoice within 30-days from receipt of the self-billing invoice, You shall be deemed to have accepted the self-billing invoice as a true and accurate record of all transactions for which payment of commission is due to You.

G.2.4. Collections shall pay You the commission due for the relevant PayPoint Agency Service within eleven (11) banking days following the issue of the self-billing invoice.

G.2.5. You should retain and keep secure copies of the self-billing invoices and end of day reports for a period of six (6) years.

G.2.6. Self-billing invoices shall be provided via **my.paypoint.com**. However, Collections will on request provide hard copies of these invoices for retailers who have not registered by self-billing at a charge (currently £20.00 plus VAT per invoice).

PART H – LIABILITY AND INSURANCE

H.1 LIABILITY

H.1.1. You understand and acknowledge that, where You provide PayPoint Agency Services, the sums You collect from customers must be transferred to Us for onward settlement to Our Clients. For the avoidance of doubt, You hold these sums on trust for Us. Therefore, You shall indemnify Us in full against all costs, loss and damages (including the full amount of any unpaid sums) for any failure to pay Us any amounts You receive, or amounts You should have received, from customers pursuant to the relevant PayPoint Agency Service.

H.1.2. You shall also indemnify Us against all losses resulting from:

- (a) Fraud (including fraudulent misrepresentation);
- (b) Death and/or personal injury;
- (c) Loss, or damage or unauthorised disclosure of Personal Data;
- (d) Loss or damage to property;
- (e) Any legal fees or expenses incurred by Us in the recovery of any outstanding sums; and/or
- (f) Caused by Your or Your staff's deliberate or negligent actions or inactions or by a breach of Your Contract.

H.1.3. Network, Solutions, PPSL and/ or Collections (as appropriate, and on a several basis) shall indemnify You against all loss resulting from fraud (including fraudulent misrepresentation), death or personal injury or damage to Your tangible property caused by the deliberate or negligent act by or omission of Network, PPSL, Solutions and/or Collections (as appropriate).

H.1.4. Network or Solutions (as the relevant party providing the Equipment) do not warrant or represent that use of the Equipment, including mobile data SIMS, will be uninterrupted or error-free. Should any Equipment develop a fault or error, Network or Solutions (as relevant) will use reasonable endeavours to rectify such fault or error as soon as reasonably possible and practicable (Network or Solution cannot guarantee fault or error resolution within any specific timeframe). However, Network's or Solutions' total liability in respect of any Equipment developing a material fault or error (where such fault or error is not caused by You) where such fault or error cannot be rectified will be to replace the Equipment as soon as reasonably possible. If Network or Solutions (as appropriate) determine to replace the affected Equipment, it shall use best endeavours to complete the replacement in line with its standard support terms.

H.1.5. Clause H.1.4 sets out Your sole remedy in respect of Equipment and mobile data SIM failure and, as such, Network, Solutions, PPSL and/ or Collections shall not be liable for any loss, damage, liability or expense suffered by reason of failure of the Equipment, mobile data SIM, or of Network's or Solutions' (as appropriate) central computer system or of communication links between the two.

H.1.6. You may be liable for specific or 'liquidated' sums if a Contract is terminated earlier than its expiry date. These sums are referred to as 'Balance Costs' and shall be set out in the relevant Specific Terms.

H.1.7. Except in respect of any indemnity provided in these General Terms, any specific or liquidated sums set out in the Specific Terms, or as elsewhere stated otherwise, neither Us or You shall be liable for any consequential or indirect loss, however caused.

H.1.8. Without affecting the banking provisions set out at G.1, We shall be entitled to set off any sums that You owe Us against any sums We owe You.

H.1.9. Further and additional liability provisions may be set out in the relevant Specific Terms or Appendices.

H.2 INSURANCE

H.2.1. You agree at Your own cost to take out and maintain during the full term of Your Contract appropriate insurance to cover:

- (a) The sums You receive from customers of Our Clients (at Your Authorised Site and also in transit);
- (b) The Equipment We provide You;
- (c) The Materials We instruct You to insure; and
- (d) The Signage We provide You.

H.2.2. We will expect You to produce certificates of insurance within 7-days of a request. Where You fail to produce these certificates, or if the levels of insurance are not as We have advised, We may take out a policy on Your behalf and at Your expense. Note that should We take out this insurance, it does not remove or limit Your responsibility for any loss or damage to the items insured.

PART I – SUSPENSION AND TERMINATION

I.1 SUSPENSION

I.1.1. Without affecting Our ability to terminate any or all of Your Contracts pursuant to I.2, where We believe, acting reasonably, that:

- (a) You are not performing Your obligations regularly, diligently, in an honest and competent manner or otherwise in accordance with the terms of any of Your Contracts;
- (b) You are bringing Our reputation into disrepute;
- (c) Your financial position has deteriorated or is likely to deteriorate to such an extent where We believe Your capability to adequately fulfil Your obligations under any of Your Contracts has been placed in jeopardy, or
- (d) You or anyone (including Your staff) or any Authorised Site connected to Your business are or have been involved in any fraudulent activity;
- (e) You have not provided the necessary information and assistance to re-accredit you during the Term of the Agreement;

We may, with immediate effect, (i) suspend Your ability to provide any or all of the PayPoint Agency Services You provide, (ii) may disable any or all PayPoint Products by preventing Your access to the PayPoint system and use of all or any Equipment; (iii) carry out reaccreditation (which may include credit checks) and charge You for such checks; and/or (iv) seek a security deposit and/or personal guarantee for Your continued use of PayPoint Agency Services and/or PayPoint Products. We can keep this suspension and/or security deposit and/or personal guarantee in place for as long as We believe it is appropriate and We may request You to provide satisfactory reasons why We should not terminate any or all of Your Contracts. We will only invoke our rights under this clause I.1.1 in circumstances where We believe the continual provision of the PayPoint Agency Services and/or PayPoint Products following any of the events at (a) to (d) above will cause serious harm or risk to Our business.

I.1.2. If in Our reasonable opinion You fail to Provide satisfactory reasons why We should not terminate Your Contracts, We may terminate any or all of Your Contracts pursuant to I.2.

I.1.3. Where We exercise Our right to suspend in these circumstances, We shall not be liable for any losses You may suffer, however they may arise.

I.2 OUR RIGHTS TO TERMINATE

I.2.1 The following provisions of this I.2 shall apply in addition to any of Our rights of termination set out in the Specific Terms (or any Appendix for the provision of a PayPoint Product).

I.2.2. If We are required to terminate a Contract for whatever reason or a Contract expires, We shall be entitled to terminate all Contracts for PayPoint Agency Services and/or PayPoint Products that You provide immediately on notice. However, unless We tell You otherwise, termination of a particular Contract shall not affect any other valid and live Contracts for PayPoint Agency Services You provide (or Your use of PayPoint Products).

I.2.3. In addition to I.2.2, We shall be entitled to terminate all Contracts immediately on notice where a particular Contract has been terminated prior to the Equipment being installed. This right can be exercised regardless of whether We have already installed other Equipment pursuant to Contracts for separate PayPoint Agency Services and/or PayPoint Products.

I.2.4. Subject to I.2.2, We shall also be entitled to terminate a Contract or use of a PayPoint Product immediately if any of the following occurs:

- (a) In relation to a PayPoint Agency Service and/or PayPoint Products Contract, if You cease providing the PayPoint Agency Services during the term of Your Contract without a satisfactory reason (subject to any remedy period available under the relevant Specific Terms);
- (b) In relation to a PayPoint Agency Service and/or PayPoint Products Contract, You fail to provide a PayPoint Agency Service regularly, diligently and honestly or use any PayPoint Products in a dishonest or inappropriate manner;
- (c) You fail to provide the relevant PayPoint Agency Service in a competent manner;
- (d) You fail to comply with any material term of Your Contract (whether stated as material or not), including Our policies and procedures We deem material and, should the breach be capable of remedy, You fail to remedy the breach within 14 days, or such longer period as We may determine, from notification of the breach (for clarity, this does not apply to any right of termination set out in the Specific Terms or for breach of Warranty which provides for immediate termination or provides for a different remedy period, nor does it affect any other right of termination set out in this I.2.4);
- (e) You consistently fail to comply with any term of Your Contract (whether stated as material or not), including Our policies and procedures, regardless of whether You have previously remedied the breach;
- (f) You or anyone (including Your staff) or any Authorised Site connected to Your business are suspected of or have been involved in or convicted of a serious offence or is found to be dishonest;

- (g) You or anyone involved in Your business (including Your staff) does anything that We believe, at Our absolute discretion, affects or is likely to affect Our reputation or the reputation of any of Our Clients;
- (h) You or anyone involved in Your business (including Your staff) acts in an abusive or threatening manner towards PayPoint or any of its Representatives;
- (i) You are affected by an Insolvency Event;
- (j) Your financial position has deteriorated or is likely to deteriorate to such an extent where We believe Your capability to adequately fulfil Your obligations under any of Your Contracts has been placed in jeopardy; or
- (k) there is a change in ownership or control or a change in Your circumstances which lead Us to believe that a change of ownership or control has occurred. The following events shall constitute a non-exhaustive list of what is considered a change of control: a change in directorship; a change in shareholder; a change in the general management of Your Authorised Site
- (l) in relation to any Equipment Retirement where You do not co-operate with such process and/or any removal and/or replacement of Equipment;
- (m) You have not provided the required assistance and information that we need to re-accredit You, or, having provided information to Us, you are no longer able to meet the accreditation criteria;
- (n) You have been found to be in violation of the Modern Slavery Act or the Equality Act.

1.2.5. We are not under any obligation to suspend Your provision of any PayPoint Agency Services or use of a PayPoint Product prior to exercising Our rights under this clause 1.2.

1.2.6. Without affecting Our ability to terminate any or all of Your Contracts immediately, We may, at Our reasonable discretion, provide You a period of time We consider reasonable to rectify the breach, if the breach can be rectified.

1.2.7. We shall not be liable for any compensation or losses where We terminate any Contract in accordance with Our rights to terminate.

1.2.8. Any notice to terminate a Contract by Us shall be deemed to be issued by all relevant PayPoint entities.

1.2.9. Termination of any or all of Your Contracts shall not affect any other rights or remedies that are available to Us

1.3 YOUR RIGHTS TO TERMINATE

1.3.1. The following provisions of this Clause 1.3 shall apply in addition to any of Your rights to terminate set out in clause D.1.8(b) or in the Specific Terms.

1.3.2. You shall be entitled to terminate a Contract immediately on notice if any of the following occurs:

- (a) Network, Collections, PPSL or Solutions fails to comply with any material term of such Contract relevant to it (whether stated as material or not) and, should the breach be capable of remedy, Network, Collections, PPSL or Solutions (as relevant) fails to remedy the material breach within 14 days from Your written notification of the breach (for clarity, this does not apply to any right of termination set out in the Specific Terms which provides for immediate termination or provides for a different remedy period, nor does it affect any other right of termination set out in this 1.3.2); or
- (b) Network, Collections, PPSL or Solutions (as relevant) are affected by an Insolvency Event

1.3.3. Termination of a Contract shall not affect any other rights or remedies that are available to You.

1.3.4. Notwithstanding anything else in Your Contract with Us, nothing shall serve to restrict Your obligation to mitigate any loss You may suffer as a result of any breach of Your Contract with Network, Collections, PPSL or Solutions.

PART J – OTHER MATTERS

J.1 CIRCUMSTANCES OUTSIDE OF CONTROL (FORCE MAJEURE)

J.1.1. Neither We nor You will be held responsible where either of us is unable to perform any of our obligations under any of Your Contracts due to circumstances which are outside of our control.

J.1.2. Examples of circumstances which would be outside of either of our control include events that can be referred to as 'acts of God' (such as storms, floods, lightning, fire, etc.), an escape of gas or poisonous fumes, any industrial action (other than where either We or You are relying on this Clause and the industrial action is by our own employees), a lock-out, an act of government or other body whose rules either of us are bound to follow, an act of terrorism, war, military operations, revolution, insurrection or riot, failure of supply or performance by a third party over whom neither of us have any control (for instance the banking system, a telecommunication provider or utility companies). This list is not intended to be exhaustive.

J.1.3. Where either of us is affected by one of these circumstances, we agree that each of us shall do all that we can to minimize the effect of the particular circumstance, keep each other informed of the status of the circumstance and shall complete the obligations affected as soon as possible once the circumstance has been dealt with.

J.1.4. However, should the force majeure circumstance continue, with the effect that either You or Us cannot complete our obligations for a period of 28 days or more, then either We or You can terminate the affected Contract, immediately, by notifying the other.

J.2. WAIVER

It is acknowledged that either Us or You may legitimately delay making a decision on whether to exercise any of Our rights under Your Contracts. The delay may be for various reasons but the delay shall not be considered a waiver of this right or of any other rights. These rights shall remain exercisable.

J.3. SEVERABILITY

If any of the Clauses in Your Contracts (Clauses in this context refers to Clauses in any document that makes up Your Contracts) are held to be unlawful or unenforceable or in any way an unreasonable restraint of trade, both We and You agree that such Clauses shall be modified to the minimum extent necessary to ensure that they are enforceable to the maximum extent possible as permitted by law. This shall not affect the remaining Clauses in Your Contracts, which shall continue unaffected.

J.4 NOTICE

J.4.1. Notices must be made in writing. Notice can be delivered by hand or by post, addressed to all of Us (if You are notifying Us) or addressed to the person as set out on the relevant Confirmation Form (if We are notifying You). You may provide us notice via email at contactus@paypoint.com. Notices may also be delivered using the methods set out at J.4.2 below. If notice is delivered by hand, it will be considered served immediately. If notice is delivered by post, it shall be considered served on the second business day following postage. It is advisable that You obtain and keep proof of postage.

J.4.2. We may also notify You using the following:

- (a) Through the Equipment (if appropriate and possible to send through the Equipment, such as receipt messaging). If We notify You through the Equipment, notice will be considered served on the first business day after transmission; or
- (b) By electronic communication, which may be to Your email address or to Your my.paypoint.com accounts. If We use this method, the notice will be considered served on the first business day after transmission.

IT IS YOUR RESPONSIBILITY TO INFORM US OF ANY CHANGE TO YOUR EMAIL ADDRESS.

J.5 ENTIRE AGREEMENT

As set out earlier in these General Terms, each Contract You have with Us is made up of the relevant Confirmation Form, these General Terms, the relevant Specific Terms (including their Appendices for any PayPoint Product), the Retailer Guide and any other relevant and associated documentation (including any application form and any operational forms). These documents make up the entire agreement between us for the provision of the relevant PayPoint Agency Service or Your use of a PayPoint Product. No other document or statement or previous agreement or any other arrangement shall be considered part of a Contract. However, to be clear, each Contract is individual and separate to all other Contracts.

J.6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Each Contract is only between Us and You. Therefore, unless it is specifically stated otherwise, no other person may benefit from or enforce any of the rights in Your Contracts.

J.7 GOVERNING LAW AND JURISDICTION

Your Contracts shall be governed by and construed in accordance with the Laws of England and Wales and any matter arising under a Contract may be decided by the courts of England and Wales, Scotland or Northern Ireland (should You be domiciled in either Scotland or Northern Ireland).

J.8 COMPLIANCE

J.8.1. You grant a right of access to Us and/all Regulatory

Bodies or their appointed representatives and agree to cooperate fully with those parties for the purpose of an audit of the PayPoint Agency Services, documentation, information, and/or records (including any payment data) in respect of the PayPoint Agency Services that You provide at Your Authorised Sites.

J.8.2. You agree that the audit may be carried out in normal working hours on reasonable prior written notice unless immediate access is required by Us or a Regulatory Body. Where immediate access is required, You must comply with the request. You must deal with each of Us and the Regulatory Bodies in an open and co-operative way. You shall not be entitled to any costs or expenses incurred in complying with Your obligations under this J.8.

J.8.3. In addition to Your obligations at D.2.6, You must not without Our prior written consent use Our names or brands or the names or brands of any Regulatory Body in any promotion or marketing materials (including point of sale) and/or announcements.

J.8.4. You agree to assist with any investigation, review, accreditation, reaccreditation, registration and/or authorisation process in connection with the PayPoint Agency Services and provide such information as We may reasonably require from You for such purpose.

J.8.5. You and Your staff must provide the PayPoint Agency Services and use PayPoint Products in accordance with all relevant legal and/or regulatory requirements, including the restrictions on marketing, advertising or promoting any regulated services, and all laws relating to anti-bribery and anti-money laundering. Further, You warrant that the Authorised site in which You provide PayPoint Agency Services and/or use PayPoint Products managed and provided in accordance with all relevant legal and/or regulatory requirements. You must comply with any reasonable requests in relation to such requirements including the provision of up-to-date information in relation to You, Your staff, Your business and/ or Your premises and notify Us of any changes as set out in the Service Standards.

J.8.6. Without limiting the generality of J.8.5, You must comply with all relevant anti-slavery and human trafficking laws and regulations and comply with the PayPoint modern slavery statement. We will not tolerate any form of modern slavery, as envisaged by the Modern Slavery Act 2015 (such as the use of any forced, compulsory or trafficked labour, or the use of anyone held in slavery or servitude, whether adults or children) taking place in Your business or within Your supply chains. We may require You to provide evidence to support Your compliance and We may require You to take remedial action if We believe You are not compliant.

J.8.7. In addition to Your obligations set out at C.2, if requested by Us, You will provide details of Your staff that have undergone training and will ensure Your staff are kept up-to-date of any new training or procedures and comply at all times with any such Service Standards, policies and procedures.

J.8.8. Unless We otherwise instruct You or confirm with You, You will not disclose any financial and/or payment information in connection with the PayPoint Agency Services, customers using the PayPoint Agency Service and/or any PayPoint Client or use any such information other than for the purpose of providing the PayPoint Agency Service.

J.8.9. The obligations in this J.8 are important and You should be aware that a breach of this J.8 will entitle Us to terminate Your Contracts as set out in section I.2 above and as specified elsewhere in Your Contracts.

J.9 WARRANTIES

You acknowledge that You are responsible for, and You warrant that:

- (a) You have examined, considered and evaluated all information provided in relation to becoming a PayPoint Agent and are satisfied that You can meet Your obligations;
- (b) all information You provided as part of Your application (that We have relied on in making our decision to appoint You as a PayPoint Agent) is complete and accurate;
- (c) all confirmations made on Your Confirmation Form are true and correct;
- (d) You are entitled to disclose any information provided (particularly where Your application is joint or where the information refers to other parties) regardless of whether You are an individual, a group of individuals, a company or another type of trading entity;
- (e) You possess all consents, permissions and/or authority to enter into Your Contract with Us, to perform Your obligations pursuant to Your Contract and to provide Us with any information and/or data necessary (whether provided by You or via any third party or seller from whom You purchased Your retail site) as required pursuant to any Contract You have with Us; and
- (f) You shall comply with all Our policies and procedures

SECTION 2: SPECIFIC TERMS – TRANSACTION SERVICES

2.1 APPOINTMENT

On completion of the relevant Confirmation Form to provide Transaction Services, and subject to the payment of any required Service Fee, You are appointed as a PayPoint Agent to provide Transaction Services through the PayPoint System for Our Clients..

These services are governed by the terms of this Contract, being the Confirmation Form, the General Terms, these Specific Terms and the Retailer Guide.

For the purposes of these Specific Terms, the PayPoint Agency Services shall be the Transaction Services and the Equipment shall be as set out in Your Confirmation Form.. References to 'Us' or 'We' are to either Network, Collections and PPSL (as appropriate) and Your Contract is made with these PayPoint entities.

Depending on the Equipment provided, Network or Solutions may make available Card Services and Network may make available the EPoS. .

The terms applicable for the provision of both Card Services as well as EPoS and Software are set out at Appendix A and Appendix B respectively.

2.2 ADDITIONAL DEFINITIONS

An **Alternative Service Provider** is a third party service provider that provides over-the-counter payment and collection services, whether through a terminal or otherwise.

Balance Costs are the charges We may charge You in the event this Contract is terminated prior to its expiry or the expiry of any notice to terminate as further described and set out at Clause 2.11 of these Specific Terms.

Card Services are the card data payment processing services to enable You to accept debit and/or credit card payments, as further described in Appendix A.

A **Client Scheme** is a scheme provided for a Client and made available through the PayPoint System, for which You shall effect Transactions as a PayPoint Agent when requested by the Client's customers.

The Commencement Date is the date Your Contract to provide Transaction Services commences, which is the date on Your Confirmation Form.

The **RPI** is the All Items Retail Price Index as published by the Central Statistical Office of HM Treasury from time to time.

The **Service Fee** is the fee You are required to pay, as set out on the Confirmation Form (or as simultaneously or subsequently varied or added to in accordance with the terms of Your Contract), to become a PayPoint Agent, provide Transaction Services and to receive any PayPoint Products We may notify You of from time to time. This fee covers the various costs associated with setting You up as a PayPoint Agent, providing You with the PayPoint System, providing You with the various benefits and goodwill You receive for being a PayPoint Agent and the on-going operational costs We incur in supporting the PayPoint Network (including marketing, training and support).

A **Transaction** is a payment transaction, a cash redemption transaction, a product redemption transaction or any other similar type of over-the-counter transaction that is processed for a customer.

2.3 TERM & FEES

2.3.1. This Contract to provide Transaction Services shall start on the Commencement Date and shall continue for a fixed period of five (5) years unless terminated pursuant to the General Terms or these Specific Terms.

2.3.2. The relevant Service Fee payable for the provision of Transaction Services will be payable monthly in arrears (or as may be otherwise notified to You by Us) and will be paid in accordance with the banking provisions set out in the General Terms. In addition to Service Fee changes in accordance with Clause 2.9.2, the Service Fee is subject to indexation by the increase in the RPI once in every calendar year. Where any promotional terms are applied by Us to Transaction Services or to the Service Fee, such terms will be set out in separate documentation that we will notify to You that will form part of Your Contract with Us, pursuant to clause A.2.5(f) of the General Terms.

2.4 OUR OBLIGATIONS TO YOU

In addition to the obligations set out in the General Terms, the following obligations shall apply:

2.4.1. Where You are to provide Transaction Services, and subject to the payment of the appropriate Service Fee, Network will provide and install the required signage and the designated PayPoint System, which will include all Equipment as set out in Your Confirmation Form or otherwise in writing by Us.

2.4.2. In the event You are purchasing or have purchased a business that currently provides Transaction Services and We are replacing the PayPoint System, to provide continuity of service and minimal disruption to Customers We may temporarily permit You to utilise the current PayPoint System until Your new PayPoint System is installed (We may withdraw this permission at any time). In such circumstances there will be no intermission and You will be required to pay Your full Service Fee from the date of service.

2.4.3. Where You are provided with Equipment as part of the PayPoint System with the capability to receive Card Services, charges for such services will be set out on Your Confirmation Form (and further subject always to separate fees of the Merchant Acquirer, set out in its own documentation). You are required to enter a merchant acquiring arrangement compatible with the Card Services facility in order to receive Card Services. There is no obligation to accept and receive the Card Services through the PayPoint System. Where additional Equipment is required to receive Card Services, You will not receive the associated Equipment relevant to the Card Services unless and until You provide confirmation of the Card Services terms set out in Appendix A of this Schedule 2.

2.4.4. Your use of either or both the Card Services and the EPoS, the terms relevant to their provision are set out in Appendices A and B to these Specific Terms. Further details are also set out in the Retailer Guide. Further, Your use of any software and other elements of the PayPoint System are covered by Schedule 2, Appendix B to these Specific Terms.

2.4.7. We will enter into and maintain, insofar as We can, contracts with Clients to provide the various Client Schemes. However, Clients, and the Client Schemes, may change and these contracts may terminate or expire for various reasons. Maintaining, changing or terminating Clients and/or Client Schemes shall remain at Our discretion.

2.5 NOT USED

2.6 GENERAL OBLIGATIONS

2.6.1. You must process Transactions for all Client Schemes available through the PayPoint System from time to time. You must not refuse to process a Transaction for a customer under any Client Scheme unless We tell You otherwise or where You reasonably suspect fraud (in which case You should contact Us immediately). You must hold sufficient cash at all times to ensure You can make payments to customers for those Client Schemes that involve customers being paid.

2.6.2. We will never request You to perform a financial Transaction (such as an e-money Transaction) over the phone. If You receive a request to perform such a Transaction from anyone purporting to be a PayPoint Representative You should refuse, terminate the phone call and contact Us immediately to report the incident. You may be responsible for the Transaction if You fail to follow these instructions.

2.6.3. You must not charge customers for making a PayPoint Transaction.

2.6.4. You must process each Transaction as a single Transaction and not split the Transaction into smaller Transactions.

2.6.5. You or Your staff must process Transactions. You must not allow a customer to self-serve. You may not process any Transactions where You or Your staff are the recipients of any cash payments or withdrawals.

2.6.6. You must only process Transactions for customers physically present in Your Authorised Site. You must not process any Transactions via telephone or any other remote means. You are aware that transacting via telephone or other remote means is a breach of this Contract and that you will suffer financial loss for which you are solely responsible if you transact in this manner.

2.6.7 At times Network may need to communicate with customers while they are at an Authorised Site. You must allow Us to make these communications.

2.6.8. You must ensure that You collect funds from customers for each and every payment-in Transaction. If You fail to collect funds from a customer, You will still be responsible for the full face value of the Transaction You processed (other than those Transactions that are validly reversed, as set out in the Retailer Guide).

2.6.9. Where You are affiliated to a symbol group and You wish to terminate such affiliation You must give Us at least sixty (60) days' prior written notice before terminating Your agreement with the symbol group. Termination of Your symbol affiliation does not affect Your obligations as a PayPoint Agent under Your Contract with PayPoint but may affect Your commercial terms.

2.6.10. Where Network informs You that signage and point of sale Materials are required, You agree that Network shall, as a minimum, install and place the following Signage:

- (a) A wall-mounted PayPoint sign positioned suitably on the exterior of each Authorised Site;
- (b) A window-mounted PayPoint sign positioned suitably and adjacent to the entrance of the Authorised Site;
- (c) A ceiling-mounted PayPoint sign above or in close proximity to the location of the Equipment in the Authorised Site; and
- (d) A pavement sign (where provided).

You must have the capability of accepting card payments (whether through Our Card Services or otherwise) and offer a card payment option to the Customer for TV Licensing payments.

2.7 NOT USED

2.8 EXCLUSIVITY

2.8.1 We significantly invest in Our network of PayPoint agents. This is to continually improve the services We provide to Our Clients and the value You receive as a PayPoint Agent. Therefore, unless We have otherwise confirmed in writing, and subject to Clauses 2.8.3, 2.8.4 and 2.8.7 below, you must not offer or process Transactions for schemes that fall under any of the following sectors through an Alternative Service Provider (Key Scheme Sectors). This requirement applies where: (i) the Transactions are available through a terminal or a point of sale system the same as, or similar to, Our Equipment and/or the Retailer EPOS Integration (including a separate till system), and (ii) whether or not the client to which the Transaction relates is a PayPoint Client.

The Key Scheme Sectors are as follows:

- (a) electricity and gas payments (excluding prepayment customers);
- (b) water payments (including sewerage);
- (c) housing and Local Authority payments;
- (d) TV Licensing, pay TV, internet and telephony payments;
- (e) mobile phone top-up and international calling card payments;
- (f) e-money (including pre-paid payment card top-ups and any e-voucher) payments;
- (g) debt repayments;
- (h) parking payments;
- (i) payments for digital content;
- (j) gaming payments (excluding the National Lottery).
- (k) transport payments (including):
 - (i) smart card,
 - (ii) toll or
 - (iii) paper tickets

2.8.2. Subject to Clause 2.8.7, where a Client Scheme that is outside the Key Scheme Sectors is available through the PayPoint System, You must not offer or process Transactions for such Client Schemes through an Alternative Service Provider.

2.8.3. As the services PayPoint offers to its Clients change, We need to retain the ability to amend the services We offer, the Client Schemes and the Key Scheme Sectors from time to time. We will notify You of any changes We make to the list. If You are offering a service through an Alternative Service Provider that, as a result of Our amendment:

- (a) is the same as, or competes with, the services offered through Our PayPoint System; or
- (b) becomes a Client Scheme or falls under a Key Scheme Sector,

We will discuss and agree the implications with You at such time.

2.8.4. If during the term of Your Contract to provide Transaction Services You intend to enter into an agreement with an Alternative Service Provider for the installation at an Authorised Site of a terminal or point of sale system (including a separate till system) which offers services that:

- (a) are not the same as, or do not compete with, the range of payment services offered through Our PayPoint System; and/or
- (b) do not form part of the Key Scheme Sectors or a Client Scheme available through Our PayPoint System,

but, however, does include the capability to provide services which would result in a breach of the obligations at Clause 2.8.1 and/or 2.8.2, You must ensure that the capability of such terminal or point of sale system to offer services or process Transactions that would constitute a breach of Your obligations under this Clause 2.8 is disabled.

2.8.5. The obligations in this Clause 2.8 shall continue throughout the fixed term of this Contract as set out at Clause 2.3.1, unless this Contract is terminated earlier.

2.8.6. Breach of this Clause 2.8 will be considered material, entitling Us to immediately terminate Your provision of Transaction Services (and any other Contract You may have with Us).

2.8.7. Nothing in this Clause 2.8 shall prohibit You from hosting, installing, or using equipment or software of an Alternative Service Provider for the processing of over-the-counter electricity or gas payments for prepayment energy customers.

2.9 FINANCIAL

2.9.1. Collections shall pay You a commission for Transactions You complete on the PayPoint System. These commissions can change. If We are required to change the rates of commission Collections shall provide You at least twenty-eight (28) days' prior notice.

2.9.2. We may also change the Service Fee from time to time and if We are required to change the Service Fee We shall also provide You with at least twenty-eight (28) days' prior notice. If We provide You with notice to increase the Service Fee pursuant to this Clause 2.9, You may, during the 28 days' notice period, serve Us 60 days' written notice to terminate Your Contract for Transaction Services. You must serve such notice within the 28-day period and We will not apply any change to the Service Fee during the 60-day period. To avoid any doubt, this right to terminate does not apply to commission changes made pursuant to Clause 2.9.1 or to

annual indexation increases made to Your Service Fee pursuant to Clause 2.3.2, nor does this right to terminate arise where a discount that you have been receiving in respect of your Service Fees is removed or ceases to be applicable to You.

2.9.3. The General Terms set out the banking procedures and the frequency of self-billing invoices. In addition to the procedures set out in the General Terms, the following provisions shall apply:

- (a) Collections shall ensure that there are procedures in place to prevent any over-debiting of Your account. However, in the event Collections has over debited (and it can be proved), Collections shall refund to You any over debited sums.
- (b) If Network is unable to poll the PayPoint System in Your Authorised Site and You have not assisted Us nor provided Us with the information We require in order to complete the poll, We will deduct a sum for the period We were unable to poll. This shall be referred to as the "Missing Period". The amount Collections will debit from You will be the average sum Collections has previously deducted from You for the equivalent days of the Missing Period, based on the preceding four (4) weeks.
- (c) You must not use any of the sums You collect from customers for any purpose other than as Collections advises.

2.9.4. We reserve the right from time to time to impose financial limits on the Transactions You process on the PayPoint System. We will only impose such limitations where We believe, acting reasonably, (i) Your financial position has deteriorated or is likely to deteriorate to such an extent where We believe Your capability to adequately fulfil Your obligations under any of Your Contracts has been placed in jeopardy and/or (ii) we believe activity in regards to Your Transactions or Your own circumstances has necessitated further investigation. We are not required to provide prior notice to You in such circumstances, and imposing such limitations does not prevent Us from exercising any other rights We may have in law or under our Contracts with You.

2.10 TERMINATION

2.10.1. In addition to the termination rights set out in the General Terms, We shall be entitled to terminate Your Contract to provide Transaction Services immediately on notice if any of the following occurs:

- (a) The PayPoint System is not installed at Your Authorised Sites for whatever reason;
- (b) You fail to pay any monies due to Us pursuant to Your Contract and these monies are not paid in full within a period We deem appropriate; or
- (c) Where the PayPoint System has not processed any Transactions for a period of 14 days without reasonable justification (such as a circumstance set out at J.1 of the General Terms or where We have agreed in writing to a non-transacting period or temporary closure).
- (d) You no longer have the capability of accepting card payments (whether through Our Card Services or otherwise) and you have subsequently declined to make use of Our Card Services.

2.10.2. Subject to Clause 2.10.4, Your Contract, or part of Your Contract, to provide Transaction Services may also be terminated by either Us or You by serving either:

- (a) No less than 24 months' prior notice; or
- (b) If Your Contract to provide Transaction Services has less than 24 months remaining until its expiry (in accordance with Clause 2.3.1), notice which shall expire on Your expiry date.

Note: Your Contract's fixed expiry will not be affected should notice not be served in accordance with this Clause.

2.10.3. Your Contract to provide Transaction Services may also be terminated in accordance with Clause 2.9.2.

2.10.4 Where We are entitled to terminate this Contract, We shall be entitled to terminate the provision of PayPoint Transaction Services from all Authorised Sites or a selection of them. To avoid any doubt, where You wish to terminate Your provision of Transaction Services from all Authorised Sites, a particular Authorised Site, or partially terminate the Transaction Services from within a particular Authorised Site, Clause 2.10.2 shall apply.

2.11 CONSEQUENCES OF TERMINATION

2.11.1. If this Contract is terminated You must:

- (a) Cease using the PayPoint name and logo (except where required pursuant to sub-Clause (e) below) and cease representing Yourself as a PayPoint Agent providing PayPoint Transaction Services from the affected Authorised Sites;
- (b) If You are provided with Equipment capable of providing EPoS, cease using EPoS and Card Services immediately in respect of the relevant Authorised Sites;
- (c) Provide Us with access to the affected Authorised Sites so that We can collect the Equipment (unless You are entitled to retain for use with other PayPoint Agency Services and/or PayPoint Products), the Retailer Guide, any Materials, and the Signage. You must also remove any of Your own point of sale materials that relate to PayPoint. If You fail to remove these materials, then We shall be entitled to remove them for You at Your expense;
- (d) Pay to Us all monies that You owe (including any Balance Costs);

(e) For a period of one (1) month from the effective date of termination, display at each of the Authorised Sites terminated a notice that advises customers that You no longer provide PayPoint Transaction Services.

2.11.2. Where this Contract is terminated prior to its expiry date or the expiry of any notice served in accordance with Clause 2.10.2 for any reason other than: (a) force majeure as contemplated by J.1 of the General Terms, or (b) Our default, We may charge You Balance Costs of £650 plus VAT (in respect of the Equipment) or £360 plus VAT (in respect of PPOs) per Authorised Site to cover our costs incurred with decommissioning and refurbishing the Equipment and for removing, any other equipment as deemed necessary by Us.

2.11.3. You agree that the sums set out in this Clause 2.11 are fair and reasonable should this Contract terminate prematurely and are not exorbitant or unconscionable having regard to Our interest in the performance of Your Contract. These payments do not affect any of Our other rights or remedies available under this Contract or at law, including any indemnity liability You have, the obligation to pay Collections any monies collected from Customers or Our ability to claim general damages against You.

SECTION 2, APPENDIX A: SPECIFIC TERMS – CARD SERVICES

Only relevant where Card Services taken as confirmed on the relevant Confirmation Form

1. PROVISION OF SERVICE

For the purposes of General Retailer Agreements, it is a condition to receiving the Card Services that You also provide Transaction Services. Any arrangement between Us and You for the provision of Card Services without the provision of Transaction Services shall be pursuant to separate contractual terms.

If You operate a Retailer EPOS Integration, Your Third Party EPoS Provider must be accredited to operate both the Retailer EPOS Integration and the Card Services.

Save for any Equipment for the facilitation of Card Services which shall be provided to You by Network, notwithstanding any provisions to the contrary, all other aspects of the Card Services (including access to all software associated with the Card Services) shall be provided by Solutions. Please note, Card Services, will only be provided upon Your confirmation (either through a Confirmation Form or through the relevant Equipment) of acceptance of these Card Services terms as set out in this Appendix A.

BY CONFIRMING AND USING THE CARD SERVICES YOU ARE AGREEING TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CONFIRM OR USE THE CARD SERVICES.

The provision of the Card Services is governed by the terms of this Appendix and it forms part of Your Contract to provide

Transaction Services (so that the relevant terms of the Contract apply to the Card Services). We will provide the Card Services in return for the Card Services Fee (as may be set out in Your Confirmation Form) or, , in return for You agreeing to comply with these terms and processing transactions through the facility.

For the purposes of this Appendix, the PayPoint Product shall be the Card Services.

2. ADDITIONAL DEFINITIONS

Your **Acquiring Contract** is the agreement between You and Your Merchant Acquirer for acquiring services.

The **Commencement Date** is the date on and from which You shall receive the Card Services, which is the date on Your Confirmation Form.

The **Card Services** is the card data payment processing services provided by Solutions, , to enable You to accept debit and/or credit card payments at those sites You wish to receive the Card Services and where You operate Transaction Services, as they enable You to extract the data from Your customer's payment card at the till point and submit that data to Your Merchant Acquirer and into the relevant payment scheme.

The **Card Service Fee** is the monthly charge applied by Solutions for providing the Card Services as may be set out on the Confirmation Form (or as subsequently varied in accordance with the terms of Your Contract).

The **Merchant Acquirer** is the payment institution with which You have entered into an Acquiring Contract and We have entered into an agreement with or are accredited to forward card transaction data in relation to Your Acquiring Contract. For the avoidance of doubt, We are not the Merchant Acquirer.

PCI-DSS: Payment Card Industry Data Security Standard.

A **PIN Pad** is the hardware device located at the relevant Authorised Sites that operate through the relevant PayPoint System,. Where applicable, We may supply an alternative model at any time to that set out on the Confirmation Form as long as it is of equal specification.

The **Security Data** relates to any codes and other security measures relating to a payment card, used to verify the identity of the cardholder and/or the authenticity of a payment card transaction (including verification numbers, also known as CVV, CSV or CVC codes).

The **Term** is the period from the Commencement Date until termination or expiry of Your Contract to provide Transaction Services.

3. CONDITION PRECEDENT

In addition to the requirement that You provide Transaction Services, it is also a condition to receiving the Card Services that You have a valid agreement in place with an accredited Merchant Acquirer.

4. SELECTION AND USAGE

4.1. You confirm You are satisfied that the Card Services is suitable for, and meets all of Your requirements.

4.2. You are granted the use of the Card Services as part of the PayPoint System and (if specified in Your Confirmation Form) in return for paying the Card Service Fee to Solutions. All Equipment provided to facilitate Card Services remains property of Network at all times.

4.3. Where You are operating the Card Services using the Retailer EPOS Integration, You acknowledge that the Card Services are only configured to operate through the specific Third Party EPOS System provided through a Third Party EPOS Provider accredited and certified by both Solutions and certain Merchant Acquirers. Should You wish to change Your Third Party EPOS Provider, the provisions as set out in the Specific Terms for Transaction Services for changing Third Party EPOS Providers shall apply. However, any replacement Third Party EPOS System must be accredited for both the Retailer EPOS Integration and the Card Services.

4.4. Where You operate the Card Services through the Retailer EPOS Integration, You must contact Solutions before You or the Third Party EPOS Provider makes any Modification. Solutions will agree the Modification process with You, Your Merchant Acquirer and Your Third Party EPOS Provider to ensure the Card Services remain unaffected. Solutions may consider it a material breach should You fail to tell it about a Modification which affects the operation of the Card Services.

4.5. In addition to Your obligations set out at Clause D.1 of the General Terms, You must comply with all laws, rules and regulations when using the Card Services. The Card Services should only be operated by competent staff members and PIN Pads should be operated only in line with the manufacturer's guidelines. You should not tamper with or alter the PIN Pads in any way unless Solutions otherwise instructs You.

4.6. You must only process transactions using cards approved by Your Merchant Acquirer.

5. INSTALLATION

5.1. You must have the relevant sites prepared and available for installation of the Card Services on the dates agreed. If We are unable to install the Card Services on the agreed dates for installation You may be charged a re- installation fee as advised at the time.

5.2. You will be responsible for all power and telecommunication links required to operate the Card Services. You must be satisfied that the site is capable to operate the Card Services.

6. FEES AND CHARGES

6.1. Where the Card Services Fee is specified on Your Confirmation Form, the following provisions of this Clause 6 shall apply. The Card Service Fee shall be payable monthly in arrears (or as may be otherwise notified to You by Us). Collections, acting as Solutions' agent, shall collect the Card Service Fee according to the banking procedures set out in the General Terms. Where any promotional or additional terms are applied by Us to Card Services or to the Card Service Fee, such terms will be set out in separate documentation that we will notify to You that will form part of Your Contract with Us, pursuant to clause A.2.5(f) of the General Terms.

6.2. Solutions may change the Card Service Fee from time to time but shall always provide You with at least 28 days' prior written notice.

6.3. If You fail to pay the Card Service Fee when due, Solutions may do any or all of the following: (a) charge You interest as set out in the General Terms, (b) suspend Your use of the Card Services until payment is made; and/or (c) where the Card Service Fee remains unpaid for a period of 10 days, terminate this Contract.

6.4. Where You pay a Card Services Fee (as may be set out on Your Confirmation Form), we may change such fee from time to time but shall always provide You with at least 28 days' prior written notice. If We provide You with notice to increase this fee, You may, during the 28 days' notice period, serve on Us 60 days' written notice to terminate the provision of Card Services. You must serve such notice within the 28 day period and We will not apply any fee change during the 60 day period. To avoid any doubt and notwithstanding any other terms of Your Contract, any such right to terminate as may be set out here or elsewhere in Your Contract

does not apply to (i) any annual indexation increases; (ii) any increase in any Merchant Acquirer fees (with such charges being governed by Your contract with the Merchant Acquirer).

7. FAILURE OF FACILITY

7.1. Except as expressly provided elsewhere in this Contract, all conditions, warranties or other terms which might form part of the Contract, whether implied or otherwise, are excluded to the extent permitted by law.

7.2. Network or Solutions (as appropriate) do not warrant or represent that the operation of the Card Services will be uninterrupted or error-free.

7.3. Should the Card Services, including the PIN Pads or other Equipment providing the Card Services, fail or develop a fault You must contact the Retail Services Hub immediately. As long as the fault or failure is not caused by Your failure to comply with these terms, Solutions or Network (as appropriate) shall arrange for the repair or replacement of the PIN Pad and this shall be Your sole and exclusive remedy for any failure of the Card Services.

7.4. For acquirer costs and transaction-related issues, You must contact Your Merchant Acquirer.

8. TERM AND TERMINATION

8.1. The provision of the Card Services shall commence on the Commencement Date and shall continue for the Term unless terminated as set out below.

8.2. Solutions' or Network's rights to terminate the provision of Card Services are set out in the General Terms. Where the Card Service Fee applies You may terminate the provision of Card Services for convenience at any time on giving Solutions no less than 6 months' notice.

8.3. If the Card Services Fee is applicable and You terminate the Card Services pursuant to Clause 8.2, or if Solutions terminates the provision of Card Services prior to the end of the Term, or if this Contract is terminated due to termination of Your Contract to provide Transaction Services by Us due to Your default, You may be required to pay the Balance Costs.

8.4. On termination or expiry of the Term, Solutions shall disable the use of the Card Services and You must either provide access to the sites to allow Us to remove the PIN Pads, or You can return the PIN Pads. You will be instructed on the procedure on termination.

9. COMPLIANCE

9.1. PayPoint is responsible for the security of cardholder data and/or card transaction data that is solely in the possession of and under the control of PayPoint or otherwise stored, processed or transmitted in relation to the Card Services, or to the extent that We could impact the security of Your cardholder data environment.

9.2. The Payment Card Industry Data Security Standard (PCI DSS) sets out industry standards for maintaining a secure card payment environment. PayPoint is compliant with the PCI DSS as a Level 1 Service Provider. PayPoint will at all times comply with all PCI DSS requirements applicable to the Card Services, and maintain certification annually with an assessment by a PCI Qualified Security Assessor (QSA). A copy of PayPoint's PCI DSS Attestation of Compliance (AOC) may be provided to You on request via the contact details displayed on the PCI DSS section of the PayPoint web site.

9.3. You are responsible for securing card transaction data and/or cardholder data in Your possession and for compliance with Your PCI DSS obligations and/or any other standards applicable to such data when held by You.

9.4. You confirm that You have in place and can take the appropriate action to ensure that all devices and connections to PayPoint's services are, to the extent applicable, compliant with prevailing "strong" encryption and transmission protocols, and will not compromise PayPoint's PCI DSS compliance status relating to use of such protocols.

9.5. The parties agree the content of this section 2, Appendix A: Specific Terms – Card Services of the Agreement and the Requirement Responsibility Matrix as specified in PCI DSS standard may be disclosed to an approved PCI DSS assessor for the purposes of a PCI DSS assessment.

SECTION 2, APPENDIX B: SPECIFIC TERMS – EPOS AND SOFTWARE LICENCE AGREEMENT

Terms apply if You use the PayPoint System (whether or not on Your Confirmation Form) and/or You receive any EPoS Package (as may be set out in Your Confirmation Form) and/or any supporting or additional EPoS services.

BY USING ANY EQUIPMENT, ELEMENT OF THE PAYPOINT SYSTEM, INCLUDING ANY EPOS SYSTEM, SUPPORTING MOBILE APPLICATIONS OR SOFTWARE, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENCE.

1. PROVISION OF EPOS

Provided You have not had the functionality disabled as a result of any discount provided to Your Service Fee for Transaction Services (or for any other reason), You can utilise the EPoS packages, software and additional EPoS services or features through compatible Equipment provided to You or the wider PayPoint System at the charges set out in Your Confirmation Form or as otherwise notified to You by Us (including through the Equipment). Where available, You may also elect to receive enhanced EPoS functionality through different EPoS packages, or receive any other value-added services or features We may make available. These may be provided at an additional charge.

For the purposes of General Retailer Agreements, it is a condition to receiving any software supplied to You as part of the PayPoint System (including any EPoS that You also provide Transaction Services through the PayPoint System. Any arrangement for the provision features and services (including EPOS) without the provision of Transaction Services shall be at Our discretion.

The provision of any software supplied to You as part of the PayPoint System (including EPOS) is governed by the terms of this Appendix and it forms part of Your Contract to provide Transaction Services if You provide them.

For the purposes of this Appendix, the PayPoint Product shall be any software supplied to You as part of the PayPoint System (including EPOS if specified in Your Confirmation Form) and references to Us, Our or We are references to Network only.

2. ADDITIONAL DEFINITIONS

The **Commencement Date** is the date of Your Confirmation Form or, for any specific additional EPoS services or features You commit to receive after signing Your Confirmation Form, the date You make such commitment for such services or features.

Data is any data or information that is either: (a) created and provided by Us for use with PayPoint System (including EPoS and/or Retailer EPOS integration), such as product data; or (b) created or generated by You for use with the PayPoint System or through use of the PayPoint System, such as Your created product data, Your sales/basket data or how You use the PayPoint System. 'Data' in this context shall not include Personal Data.

Data Migration is a service that allows for either (i) the transfer of retail product and pricing information into applicable EPoS packages, or out of such packages (whether into a .csv format (or other file format as We may advise You) or (ii) the upload of prepopulated retail product and pricing information into applicable EPoS packages. We will inform You whether You are eligible to receive the Data Migration service (or part of such service) and whether any Setup Fee is payable.

Derived Data is any data or information (displayed in any form) that is derived from or is a result of manipulating Data, or is an adaption of Data, or is data or information that is a result of combining Data or aggregating Data with any other data, including third party data.

EPoS (or "EPOS") is the retail management system (and includes any Remote Software We may provide with specific EPoS functionality) which We provide for use alongside compatible Equipment that is capable of processing point of sale and service transactions, as well as providing other value-add capabilities. Additional options (when available) such as other EPoS packages, and additional EPoS services or features (such as Supplier Subscription and Data Migration), can be selected, for an additional cost (which may include a Setup Fee and/or ongoing fee). The costs of any EPoS package or additional option are as set out on Your Confirmation Form, through the Equipment, via my.paypoint.com, or as otherwise notified to You by Us. Further details on the various EPoS options are set out in the Retailer Guide.

The **EPoS Fee** is the fee or fees You may be required to pay (which will form part or all of Your Service Fee) for receiving an EPoS package, , or any other EPoS services or features We may introduce from time to time to support or complement the EPoS, whether as set out on the Confirmation Form, through the Equipment, via **my.paypoint.com**, via any alternative confirmation document from Us or as otherwise advised to You by Us. Such fee may include any Setup Fee or ongoing fee (including any Gateway Fee) for additional EPoS packages, services (including Third Party Services) or features.

The **Gateway Fee** is an ongoing fee We may charge for specific wholesale suppliers or symbol suppliers You choose to subscribe to via Supplier Subscription option (when available). You will be notified of such charge either via the Confirmation Form, through the Equipment, via my.paypoint.com or as otherwise may be notified to You by Us.

The **Remote Software** is any software (including without limitation any mobile applications,my.paypoint.com) supporting the PayPoint System and features which is intended to run on non-PayPoint hardware, and use of which is subject to the terms of this Appendix and the General Terms. For the avoidance of doubt, such Remote Software is part of the Equipment and wider PayPoint System.

A **Setup Fee** is any fee We may charge You on a non-ongoing basis for setup of any EPoS package or other component of the PayPoint System, additional service or feature (including for any specific suppliers with whom You take out a Supplier Subscription) or Third Party Service. You will be notified of such fee either via the Confirmation Form, through the Equipment, via my.paypoint.com or as otherwise maybe notified to You by Us.

A **Supplier Subscription** enables You to receive ongoing retail product information from a wholesale supplier or symbol supplier via eligible EPoS packages and allows You to prepare and send orders to such supplier. In order to take out such subscription, such supplier must be accredited with Us, and You must have an existing buying or contractual relationship (and possess valid retailer purchasing credentials) directly with such supplier. You may have subscriptions to more than one supplier, and Your first subscription is free of charge, and for further subscriptions You will pay a Gateway Fee for each and any Setup Fee that We may advise You of.

The **Support Services** are the additional support services provided as set out and described at my.paypoint.com or through the Retailer Guide.

A **Third Party Service Provider** is a supplier of a Third Party Service.

Third Party Service(s) is any service or functionality supplied by a Third Party Service Provider which may be supported by or accessed via the PayPoint System and/or EPoS and subject to Third Party Terms. We reserve the right to charge You a Setup Fee and/or ongoing fee for use of the Third Party Service with/via the PayPoint System.

Third Party Terms are contractual terms between You and a Third Party Service Provider for the use of a Third Party Service.

The **Term** is the period from the Commencement Date until termination or expiry of Your Contract to provide Transaction Services.

3. TERM

The provision of EPoS and/or any software supplied to You as part of the PayPoint System shall continue for the Term, subject to the terms of this Appendix, unless terminated in accordance with these terms.

4. GRANT OF LICENCE & PROVISION OF SYSTEM

4.1. Subject to the terms of this Appendix and Your Contract to provide Transaction Services (where relevant), on and from the Commencement Date We grant You a non-exclusive, non- transferrable, licence to use the any software supplied to You as part of the PayPoint System (including EPoS where set out on Your Confirmation Form), which includes all software, content, fonts, documentation and any other data that comes with the on the PayPoint System for the Term. You may load onto more than one device any Remote Software as reasonably necessary use of PayPoint Products or performance of the PayPoint Agency Services. However, We reserve the right to withdraw or limit Your use of the Remote Software where We reasonably consider You have loaded them onto too many devices.

4.2. To avoid any doubt, between Us and You, all ownership in the PayPoint System (including EPoS) is retained by PayPoint and/or its licensors (as applicable).

4.3. You acknowledge that We are entitled at any time to make any modifications or updates to the the PayPoint System (including EPoS) and at Our discretion may make such modification or updates available to You.

4.4. In addition to Your obligations set out at Clause D.1 of the General Terms, You must comply with all laws, rules and regulations when using the PayPoint System (including EPoS) . The PayPoint System (including EPoS) should only be operated by competent staff members and in accordance with Our Retailer Guide. You are responsible for the actions of Your staff members when using the PayPoint System (including EPoS).

4.5. Except as expressly permitted by these licence terms or by applicable law, You must not copy, decompile, reverse-engineer, disassemble, and attempt to derive the source code of, decrypt, modify, or create derivative works of the PayPoint System software (which includes EPoS, the Remote Software and/or any modifications or updates).

4.6. We will not supply till receipt roll. The provisions regarding till receipt roll set out in Your Specific Terms for Transaction Services shall apply in relation to use of till receipt roll with the Equipment.

4.7. By using the Remote Software, You agree to Us collecting and using technical information about the devices You use such software on and related software, hardware and peripherals to improve the PayPoint System, EPoS and/or other PayPoint products.

5. SOFTWARE, EPOS PACKAGES, ADDITIONAL SERVICES AND FEATURES

5.1. Where We make available further enhanced packages and additional EPoS and/or PayPoint System services and features, as well as other value-added services or solutions, if eligible and deemed by Us as applicable to You, You will be able to select and add these enhanced packages or services by completing a Confirmation Form (or other confirmation document), through the Equipment (where available) or by other means notified to You by Us.

5.2. By confirming the EPoS package or additional value-added service or feature, You will be committing to receiving the package or additional package, service or feature for the duration of the Term (or until completion of the service or feature, if relevant), or unless You terminate the additional package, service or feature by serving the required notice on Us in accordance with these terms.

5.3. Despite Clause 5.2 above, should We provide a trial period to You for any enhanced or upgraded package, additional service or feature, You will be able to terminate the trial at any time prior to the expiry of the trial period by serving notice on Us or unless otherwise set out in the terms of that trial as notified to You by Us. However, if We do not receive this notice by the expiry of the trial period You will be committed to pay any relevant EPoS Fee or other fee for the duration of the Term or until the provision of the enhanced or upgraded package or additional service or feature is terminated in accordance with these terms. Where any further promotional terms are applied by Us to the provision of a package, such terms will be set out in separate documentation that we will notify to You that will form part of Your Contract with Us, pursuant to clause A.2.5(f) of the General Terms.

5.4. You acknowledge that You must enter into Third Party Terms if You wish to utilise any Third Party Service (provided Your Equipment and/or EPoS package entitles You to receive such Third Party Service, as notified to You by Us). Third Party Terms are solely agreed between You and the Third Party Service Provider and You understand and agree that (subject to any liability which may not be limited by law) We shall have no liability in respect of Third Party Services. In addition, Your ability to receive or use any Third Party Service may be subject to passing accreditation or meeting the requirements of such Third Party Services Provider. You further acknowledge that, notwithstanding any introduction and/or support by Us of any Third Party Service, We make no warranties as to the functionality or suitability of such service for Your business needs.

5.5. You acknowledge and accept that We may withdraw the use, function and/or accessibility of a Third Party Service from the PayPoint System at any time on notice without incurring any liability to You. You further acknowledge and accept that such withdrawal may not end any relationship or agreement You have with such Third Party Service Provider and it is Your responsibility to terminate such relationship or agreement separately. Such termination may not cancel any ongoing fee You may pay Us for access to such service and You must enact such termination separately.

5.6. Where You are eligible, and elect to receive a Supplier Subscription, the following terms (in addition to those set out elsewhere in this Appendix and in Your Contract with Us) will apply:

- (a) You will pay the Gateway Fee and Setup Fee as advised to You either on the Confirmation Form, through the Equipment, via my.paypoint.com or as otherwise may be notified to You by Us for each site You receive the specific subscription for;
- (b) You will treat such Data obtained from any Supplier Subscription as confidential and will only use it for the running of Your business in respect of the specific Authorised Site You receive the particular subscription for;
- (c) You acknowledge and accept that any order You place with such supplier via the EPoS and/or Equipment is subject to the terms and conditions of the relevant supplier, that We bear no responsibility or liability such orders, and where any issue or query arises with such order, You will directly contact Your supplier first.
- (d) You acknowledge and accept that, as PayPoint receives such Data provided to You via the Supplier Subscription service from third party suppliers (subject to any liability which may not be limited by law) PayPoint bears no liability or responsibility for the continuity or accuracy of such data. Further, at its discretion, PayPoint may withdraw any or all subscriptions upon prior notice to You. Where such withdrawal occurs, You will not be liable to pay any applicable Gateway Fees from the date of such withdrawal.

5.7. Where You are eligible, and elect to receive Data Migration, the following terms (in addition to those set out elsewhere in this Appendix and in Your Contract with Us and in any form of communication received by You from Us) will apply:

- (a) You will provide Us with any Data We require in the format We may notify to You, and You will accept the method of data transfer which We use for such service;
- (b) We reserve the right to reject any Data You send Us that does not comply with Our quality standards for this service. We will notify You as to the reason We have rejected Your Data;
- (c) You will pay any Setup Fee We may inform You of for use of such service each time a migration of Data is required;
- (d) You confirm You possess all consents, permissions and authority to provide Us with any information or Data We may require to provide Data Migration to You. Further, where Data Migration provides You with Data taken from Your EPoS package or Data taken from a third party, Your use of such Data (for which PayPoint has no responsibility for) will be in compliance with any terms You have directly in place with Your supplier or any third party;
- (e) You acknowledge and accept that timeframes We may provide as to the completion of Data Migration are for guidance purposes only and We do not provide any commitment as to the timeliness of delivery of such Data pursuant to this service;
- (f) As Data Migration is solely a technical service for the import of Data into relevant EPoS packages or export out into a specific file format or transfer into any third party's EPoS packages, it is Your responsibility to confirm that provision of any Data by Us pursuant to such service is suitable for Your purposes, and beyond provision of the Data (subject to any liability which may not be limited by law) PayPoint bears no further responsibility or liability for the accurateness, reliability or usefulness of such Data provided to You. You acknowledge and accept that such Data provided to You represents no recommendation or requirement by Us whatsoever that You should make use of the information contained within it and it is Your responsibility to make any further corrections, amendments or ongoing updates to such Data once provided to You

- by Us, prior to and throughout Your use of such Data;
- (g) You acknowledge and accept that Data Migration is not intended to provide You with a “live feed” and therefore We reserve the right to refuse repeated requests for Data Migration.

6. DATA

6.1. We may agree to provide You with certain Data for use with the EPoS and/or the wider PayPoint System, such as product and price information. To the extent required, We provide You with a licence to use this Data (including any database within which the Data is held) for Your use solely with the EPoS and/or the wider PayPoint System. However, We provide no warranty as to the accuracy, completeness, timeliness, reliability or usefulness of this Data, that it is fit for any purpose or that it has been tested for Your use. You are required to ensure the Data is sufficient, accurate, complete and meets Your requirements. Furthermore, You are required to ensure the appropriate VAT amounts associated with any provided product information are included and are accurate.

6.2. In addition to Our general rights as set out in the General Terms, You acknowledge and agree that We are free to store, access, copy, redistribute and make any use of Your Data, such as product data and sales data, including exploiting Your Data for economic gain. As such, and to the extent required, You provide Us a perpetual, worldwide, royalty free and unconditional licence in any intellectual property rights (including rights in such Data, any database rights or rights in confidential information) You may have in Your Data or any database within which the Data is held, in order for Us to receive full and free use of Your Data as contemplated by this Clause.

6.3. You also acknowledge and agree that We own all rights in any Derived Data, including any and all intellectual property rights, with no restriction or limitation and We are free to use such Derived Data in any way and for any purpose, including as contemplated at Clause 6.2.

7. SUPPORT & MAINTENANCE

7.1. Included with Our packages are the standard Support Services as set out in the Retailer Guide.

7.2. We shall use reasonable endeavours to ensure any scheduled maintenance, upgrades or modifications to the PayPoint System (including EPoS) are conducted outside of Operating Hours (Operating Hours are between 6am to 11pm, 7 days a week). In the event such scheduled work is required during Operating Hours then Network shall use reasonable endeavours to provide as much notice as is possible.

7.3. You acknowledge that Your access to the PayPoint System (including EPoS) may be suspended (either immediately or at a date and time notified to You) if:

- (a) emergency maintenance is required;
- (b) there is any other event, including fraud, which, at Our sole discretion, may create material risk to either Us or You if suspension is not carried out;
- (c) it is required due to regulatory or legal reasons; and/or
- (d) it is required due to technical reasons beyond Our control.

8. YOUR GENERAL OBLIGATIONS

8.1. In return for making the PayPoint System (including EPoS where specified on Your Confirmation Form) available, You agree that during the Term:

- (a) Your use of the PayPoint System (and EPoS) will at all times be in accordance with Our instructions and Retailer Guide;
- (b) You permit Our Representatives, on reasonable prior notice, to enter into Your Authorised Sites to ensure these terms are being complied with, to conduct any tests or updates/upgrades or to conduct any agreed training;
- (c) You will immediately bring to Our attention any improper or wrongful use of the PayPoint System and/or Our intellectual property rights;
- (d) You will bring to our attention any any errors in the PayPoint System (including EPoS) You believe may exist;
- (e) You will keep (and ensure that any of Your staff who use the PayPoint System and/or EPoS keep) secure and confidential any passwords or login information We may require for use of the PayPoint System, EPoS and/or any Third Party Service. You will update any passwords according to the guidelines and frequency We may notify to You;
- (f) You will abide by the terms of service of any third party app stores or portals in which We make available any Remote Software. You accept that failure to abide by such terms may result in You being unable to obtain the Remote Software;
- (g) You will update any Remote Software in a timely manner upon release by Us of any such updates. You accept that failure to update may result in You being unable (or Us withdrawing Your right) to continue using such Remote Software.

8.2. You will be responsible for all power and telecommunication links required to operate the wider PayPoint System (including EPoS).

8.3. The PayPoint System, EPoS and any information provided to You from it is provided “as is”, You must be satisfied that they are suitable for Your needs.

8.4. It is Your responsibility to ensure Your Data is correct and You are responsible for configuring the EPoS to ensure it records and reports the appropriate VAT.

8.5. We will notify You in the Retailer Guide of minimum hardware and software specifications required to run any Remote Software. It is Your responsibility to ensure any devices You use to run the Remote Software (including computers, tablets or mobile phones) meets or exceeds these minimum requirements. If You load such Remote Software on any device not owned by You, You must have the device owner’s permission to do so. You will be responsible for complying with these terms, whether or not You own the device You run the Remote Software on.

9. FEES AND CHARGES

9.1. Where You elect to receive any package and/or any additional services or features (including EPoS packages, Supplier Subscription and/or Data Migration) and/or any Third Party Services, You agree to pay Us the relevant EPoS Fees or other applicable fees. Such fees shall be payable monthly in arrears (or as may be otherwise notified to You by Us). Collections, acting as Our agent, shall collect the fees according to the banking procedures set out in the General Terms. Where any promotional terms are applied by Us any fees under this Appendix, such terms will be set out in separate documentation that we will notify to You that will form part of Your Contract with Us, pursuant to clause A.2.5(f) of the General Terms.

9.2. The EPoS Fees and other fees are subject to indexation by the increase in the RPI once in every calendar year.

9.3. We may change the EPoS Fees and/or other fees from time to time but shall always provide You with at least 28 days’ prior written notice. If We provide You with notice to increase any of these fees, You may, during the 28 days’ notice period, serve on Us 60 days’ written notice to terminate the provision of the relevant enhanced functionality or additional package, service or feature. You must serve such notice within the 28 day period and We will not apply any fee change during the 60 day period. To avoid any doubt and notwithstanding any other terms of Your Contract, any such right to terminate as may be set out here or elsewhere in Your Contract does not apply to (i) any annual indexation increases; (ii) any increase in any Setup Fees, services or features You do not receive (or have not elected to receive) at the time of announcement of such Setup Fee increase; and (iii) any increase in any Gateway Fees.

9.4. If You fail to pay any EPoS Fees or other fees when due, We may do any or all of the following: (a) charge You interest as set out in the General Terms, (b) suspend Your use of the enhanced functionality or additional service or feature (including EPoS and/or Supplier Subscription) until payment is made; and/or (c) where any of these fees remain unpaid for a period of 30 days, terminate the provision of EPoS and/or other service, functionality or package.

9.5. For the avoidance of doubt, You acknowledge and accept that for any Third Party Service that uses the Supplier Subscription interface on the Equipment, such service is not a Supplier Subscription and is excluded from the calculation of any Supplier Subscription. Such Third Party Service will instead be charged separately (where such fees are due and are notified to You).

10. WARRANTIES AND LIABILITY

10.1. We warrant that the the PayPoint System (including EPoS where specified on Your Confirmation Form), when used properly and in a manner for which it was designed, shall perform substantially in accordance with the functions described in the Retailer Guide.

10.2. Where a fault or error is discovered which results in the PayPoint System not performing substantially in accordance with the functions described in the Retailer Guide, and You have promptly informed Us, We shall use reasonable endeavours to respond to You in accordance with the Support Services. In addition, and subject to the fault or error not being caused by a factor as listed in Clause 10.3 below, We will use reasonable endeavours to rectify such faults or errors as soon as reasonably possible and practicable, and may roll back Your version of software (which may include the Remote Software, where possible) to a previous and stable version until such fault or error is resolved (We cannot guarantee fault or error resolution within any specific or particular timeframe). We may either attend Your Authorised Sites to inspect and attempt repair or remove the affected software and/or Equipment from the Authorised Sites.

10.3. In the event We are satisfied the PayPoint System (including any EPoS and/or provided associated Equipment) has developed a material or repeated fault or error, which results in it not performing substantially in accordance with the functions described in the Retailer Guide and which We are unable to rectify, You will be entitled as an exclusive remedy to a replacement of the EPoS or Equipment as soon as reasonably practicable PROVIDED THAT:

- (a) You have at all times used the affected component properly and in accordance with Our instructions and Retailer Guide;
- (b) the fault or error is not caused by faults with Your electrical supply, connection or telecommunications connection;

- (c) the fault or error is not caused by environmental conditions (including within Your store);
- (d) You have complied with all Your obligations in this Appendix and as set out in Your Contract with Us.

10.4. In addition to Clause 6.1, We do not provide any warranties, guarantees or assurances, particularly in relation to the suitability or fitness for purpose of the PayPoint System (including EPoS). It is Your responsibility to ensure that the PayPoint System (including EPoS where provided to You) is suitable for Your needs.

10.5. We do not warrant or represent that the operation the PayPoint System (including EPoS) will be uninterrupted or error-free. Further, You accept that internet transmissions are never completely private or secure and that any message or information You send using the PayPoint System (which includes EPoS, the Equipment and Remote Software) may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

10.6. We shall use commercially reasonable efforts to check for the commonly known viruses but cannot warrant that the PayPoint System (including EPoS) shall be free from viruses or bugs.

10.7. We are not responsible for use of any Remote Software which is used on devices which do not meet our minimum hardware and software specifications, as notified to You in the Retailer Guide.

10.8. Except as expressly provided elsewhere in these terms, all conditions, warranties or other terms which might form part of these terms, whether implied or otherwise, are excluded to the fullest extent permitted by law.

10.9. Other than Our liability in respect of death or personal injury caused by Our negligence, or in respect of fraud (including fraudulent misrepresentation), for which Our liability shall be unlimited, Our total liability for the provision of EPoS and/or the wider PayPoint System is as follows:

- (a) Our total liability in respect of the EPoS and/or the wider PayPoint System (including its associated Equipment) developing a material or repeated fault or error which results in it not performing substantially in accordance with the functions described in the Retailer Guide, and subject to Clause 10.3, will be to replace the affected component;
- (b) whether direct or indirect, We shall have no liability for any loss of profit, business, goodwill, revenue or anticipated savings, loss of use or downtime, or for any indirect or consequential loss or damage; and
- (c) in all other respects, Our total liability to You under these terms for each claim or series of related claims for the provision of EPoS only (and for any claims outside EPoS we are not liable) shall not exceed the higher of:
 - (i) £500; or
 - (ii) the total amount of any fees paid during the 12 month period immediately preceding the date of the claim or, if less than 12 months, the total amount of fees paid to the date of the claim.

10.10. We are also not liable for any issue that is outside of Our control, such as an event of force majeure as contemplated at J.1 of the General Terms.

10.11. Other than as set out in this Appendix, You are solely liable for any results obtained from the use of the EPoS and/or the wider PayPoint System and from the conclusions drawn from such Use.

11. TERMINATION

11.1. Our rights to terminate the provision of the PayPoint System (including EPoS) are set out in the General Terms. In addition, the provision of PayPoint System (including EPoS) may be terminated immediately should Your Contract to provide Transaction Services is terminated.

11.2. Where You receive any package or additional services or features (and such service or solution is intended to last for the duration of the provision of Your Contract), unless otherwise notified in writing to You by Us, You may terminate the provision of the package or additional value added service or features by serving either:

- (a) no less than 24 months' prior notice; or
- (b) if Your Contract to provide Transaction Services has less than 24 months remaining until its fixed expiry, notice which shall expire on Your fixed expiry date for Transaction Services.

Note: the expiry of these terms at the end of the Term will not be affected should notice not be served in accordance with this Clause.11.3. Despite clause 11.2, You may terminate a Supplier Subscription at any time. However (where You are charged for any specific subscription prior to such termination) You will continue to pay for such subscription until the end of the following calendar month after the date of Your termination. Further, any termination of Your relationship with Your Supplier will not serve to terminate Your Supplier Subscription, and You must therefore enact such termination separately. Termination of any Supplier Subscription will not affect the provision of or Your commitment to any package, additional service or feature (other than that, if advised to You, Your payment for any remaining Supplier Subscription may reduce).

11.4. For the avoidance of doubt, You can delete any Remote Software without serving notice as set out in clause 11.2 above. However such deletion will not affect Your package, additional service or feature provision and You must still serve such notice as set out above in order to terminate such package, additional service or feature.

11.5. Termination of any Third Party Service is subject to the applicable Third Party Terms and such termination will not affect the provision of or Your commitment to any other package, additional service or feature.

11.6. Where Your package or Contract with Us is due to terminate for any reason, You acknowledge and accept that it is Your responsibility prior to such termination taking effect to make any copies of Your Data which You may require for Your own record keeping and/or financial purposes.

12. CONSEQUENCES OF TERMINATION

12.1. On termination of these terms, You must pay Us all outstanding sums owed.

12.2. Once the provision of the PayPoint System- (including EPoS where provided) is terminated, You must log out of any user accounts on all Equipment or non-PayPoint hardware You used, cease using the the PayPoint System (including EPoS) and You will be required to return any Equipment that We provided for use with the PayPoint System and/or EPoS (such as the till drawer) and delete or remove copies of any Remote Software.

12.3. Where You receive any package, additional service or feature (including any EPoS package and/or Supplier Subscription) and these terms are terminated prior to the expiry of the Term or any notice period served in accordance with Clause 11.2 for any reason other than: (a) force majeure as contemplated at J.1 of the General Terms, (b) Our default, or (c) where properly terminated during any agreed trial period, We may charge You Your monthly fees You paid or were due for the services You received prior to termination multiplied by the 24 months' notice period set out at Clause 11.2 (or, if terminated during a period of notice or within the last 24 months of the Term, multiplied by the number of months remaining of such notice period or the Term).

12.4 Where You receive Our EPoS Pro package on compatible Equipment, You may upon 28 days' notice to Us change to the EPoS Core package at any time and You may be required to pay an administration fee of £75 plus VAT to do so. If you wish to exchange your countertop Equipment for handheld Equipment, this exchange, which is subject to our approval, shall be subject to pricing for the exchange of devices, which we will provide to you at the time that You make the request. Where you upgrade or swop out Your Equipment, an appointment shall be made with You for this purpose. If when attending the Authorised Site but, through no fault of Our own or Our contractors, we are unable to install or swop out the Equipment, we can charge You the call-out fee of £100 plus VAT. This may be recovered under the banking provisions set out in the General Terms.

SECTION 3: SPECIFIC TERMS - COLLECT+ SERVICE

3.1 APPOINTMENT

On completion of the Confirmation Form and on confirming Your commitment to provide the Collect+ Service, You are appointed as a PayPoint agent to provide the Collect+ Service on Our behalf. References to 'Us' or 'We' is to Network and Collections, as appropriate.

It is a condition to providing the Collect+ Service that You also provide Transaction Services. You need to operate specific Equipment and/or software (as We will direct You) to provide the Collect+ Service. Your provision of the Collect+ Service is therefore governed by the terms of this Contract, being the Confirmation Form, the General Terms, these Specific Terms, the Retailer Guide, and also (where relevant, including if the provision of the Collect+ Service necessitates the taking of payment from a Customer) the Specific Terms – Transaction Services. In addition, if You use the Collect+ StoreScan App, Your use of such app will be governed by the app terms within it. If there is any inconsistency between the Specific Terms – Transaction Services, these Specific Terms and the Collect+ StoreScan App terms, these Specific Terms followed by the Specific Terms - Transaction Services followed by the Collect+ StoreScan App terms shall take precedence in such order to resolve the inconsistency.

For the purposes of these Specific Terms, the PayPoint Agency Services shall be the Collect+ Service and the Equipment shall be any of the Devices (depending on what You are provided with), that enable You to provide the Collect+ Service which may include the Equipment and/or Retailer EPOS Integration or other hardware and/or software as We will direct You.

Note: We will specify to You what sites shall be Authorised Sites to provide the Collect+ Service and for which parcel Clients or parcel schemes. This may not necessarily be all Authorised Sites that provide Transaction Services, nor will every Authorised Site be deemed eligible for all parcel Clients or parcel schemes. Such eligibility for individual parcel Clients or parcels schemes may change over time based on factors including requirements of parcel Clients and/or Your delivery of Collect+ Services.

3.2 ADDITIONAL DEFINITIONS

The **Balance Costs**, in respect of the Collect+ Service, are the charges We may charge You, by way of liquidated damages, in the event this Contract is terminated prior to its expiry or the expiry of any notice to terminate as further described and set out at Clause 3.11 of these Specific Terms.

The **Collect+ StoreScan App** is a mobile device app which supplements Your provision of the Collect+ Service. Such app shall be considered Remote Software.

Commencement Date is the date Your Contract to provide the Collect+ Service commences, which is the date on Your Confirmation Form.

A **Device** is any hardware device provided by Us to enable You to provide the Collect+ Service or other such device as We designate and may provide to You at Our discretion. This may be a wireless barcode scanner, printer or any other supporting equipment or alternative devices We introduce from time to time to replace any of these items. Such device will not run the Collect+ StoreScan App. Such Device(s) shall be considered Equipment.

Parcels are the parcels received or collected at the Authorised Sites that provide the Collect+ Service.

3.3 TERM

3.3.1. This Contract to provide the Collect+ Service shall start on the Commencement Date and shall continue:

- (a) unless either Us or You serve no less than 24 months' prior notice; or
- (b) until Your Contract for providing Transaction Services terminates or expires (the Term).

3.3.2. This Contract may also be terminated in the circumstances set out in the General Terms and also as set out at Clause 3.10 below.

3.4 TRAINING AND STAFF AVAILABILITY

3.4.1. The general training obligations are set out in the General Terms. However, ordinarily, We shall train one member of Your staff to provide the Collect+ Service and You will be required to train any further members of staff required to meet Your service obligations. Training must be completed before You can provide the Collect+ Service or any new aspect of it as We may make available.

3.4.2. At least one trained member of staff capable of responding to Our queries (whether by telephone or by email) must be available during Your opening hours.

3.4.3. You are responsible for ensuring all relevant health and safety training in handling and storing Parcels is provided to staff members providing the Collect+ Service.

3.5 DEVICES, POINT OF SALE AND THE COLLECT+ STORESCAN APP

3.5.1 We shall provide You with all required Devices, Signage and point of sale materials (which must be displayed for the full duration of this Contract and/or used as directed by Us). We may change the required Signage and/or point of sale materials from time to time. We shall notify to You which app stores You may download Collect+ StoreScan App from and such app will run on Your own devices, provided they are compatible with the specifications We provide to You from time to time. You must use all Devices, Signage, point of sale materials and the Collect+ StoreScan app in accordance with the Retailer Guide and/or any other instructions We provide You with. Your use of the Collect+ StoreScan App will additionally be governed by the terms app terms contained within the app and Your use of the app will be deemed acceptance of such terms.

3.5.2 As part of the point of sale materials, We may also provide You with self-adhesive labels to be used as directed by Us in Your provision of the Collect+ Service (including in conjunction with any printing Device We may provide You). For the avoidance of doubt, if You use the self-adhesive labels for any other purpose or lose or damage such labels, We may charge You the replacement cost for such labels and reserve the right to charge for such labels going forward.

3.6 SERVICE QUALITY AND SECURITY

3.6.1. You must keep the Parcels in a secure and safe area within each Authorised Site and in no instances shall such area be less secure than the area(s) You keep Your own stock.

3.6.2. You must take all necessary care of the Parcels, and take all reasonable precautions against loss and damage to the Parcels, while they are in Your care. You do not own the Parcels at any time, nor may You sell, charge or permit a lien to be created or exercise any retention over any Parcels.

3.6.3. You understand that the Collect+ Service must be delivered in a professional and friendly manner and that this will be actively monitored through customer and/or Client feedback. You also understand that the results of this monitoring may be published. Any adverse customer/Client feedback will be treated seriously and may lead to suspension of some or all parcel Clients or parcel schemes and/or termination of Your Contract to provide the Collect+ Service. You must not charge customers for using the Collect+ Service, unless where provision of the service necessitates taking payment from Customers as notified to You by Us.

3.6.4. As a minimum, the Collect+ Service must be available during Your store's agreed opening hours.

3.6.5. Without affecting Our general right to investigate and audit as set out at C.1.8 and J.8 of the General Terms, We may visit Your Authorised Sites to check the provision of the Collect+ Service, and We may be required to remove certain Parcels. However, although You are required to provide Us with full, free and timely access to a required Authorised Site, access should only be allowed on the basis that valid identification is provided. If You reasonably suspect identification to be invalid, or no identification is provided, You are not expected to grant access. Should You have any concerns, You should contact Us.

3.6.6. You are required to support all new parcel Clients and new parcel schemes introduced from time to time whether to all PayPoint Agents or just where You and other selected PayPoint Agents have been deemed eligible by Us from time to time. This includes using any additional devices or software provided to You that are required for such Clients and/or parcel schemes.

3.6.7. From time to time We and/or our representatives (including representatives of a parcel Client) may visit Your Authorised Site to inspect the provision of the Collect+ Service. You will be contacted beforehand by Us in advance of any such visit (which shall be during Your opening hours). You are required to provide Us and/or the parcel Client with full, free and timely access to the required Authorised Site, however access should only be allowed on the basis valid identification is provided. If You reasonably suspect identification to be invalid, or no identification is provided, You are not expected to grant access. Should You have any concerns, You should contact Us immediately.

3.7 INSURANCE AND INDEMNITY

3.7.1. In addition to Your general insurance requirements set out at H.2 of the General Terms, You confirm that You have the required liability insurances required to cover any of Your staff, customers or other third parties at Your store who are injured in any way due to Your provision of the Collect+ Service.

3.7.2. You shall keep Us indemnified in full against all liabilities, damages, injury, costs and expenses (which shall include legal and other professional fees and expenses) awarded against Us or incurred or paid by Us as a result of any claim that is made against Us by Your staff or agents or by any customer, parcel Client or other third party where such claim was caused by, relates to or arises from Your provision of the Collect+ Service or any damage or loss of any Devices. However, this indemnity shall not apply where such claim was caused by Our negligent act or inaction.

3.8 EXCLUSIVITY

For the duration of Your Contract to provide the Collect+ Service or for a period of five years, whichever is the shorter, You agree that You shall not operate a parcel service which is the same as, or is similar to, the Collect+ Service at the Authorised Sites through any other service provider, either by way of terminal, locker or otherwise.

3.9 COMMISSION

Collections shall pay You a commission for each Parcel successfully scanned in and out by You within operational timeframes informed to You by Us and such commission shall be at the rates notified to You from time to time. You acknowledge and accept that commission may differ between different parcel Clients and parcel schemes. Further, You acknowledge and accept that the structure and rates of commission may change from time to time. If We are required to change any rates of commission, Collections shall give You at least twenty-eight (28) days' notice before the change will take effect.

3.10 TERMINATION

3.10.1. In addition to Our general rights to terminate this Contract, either in full or in part to remove any particular Authorised Site, We may be required to remove a particular Authorised Site or all Authorised Sites at any time for any reason. In these circumstances, We will provide You with at least three (3) months' prior notice. Where at Our discretion We decide to remove any parcel Clients or parcel schemes, we will provide You with at least 28 days' prior notice. We may at Our discretion suspend with immediate effect any individual parcel Clients or parcel schemes where You have breached these Specific Terms, any instructions in the Retailer Guide or Your Contract with Us or We are required to do so by any parcel Client.

3.10.2. Where You experience a consistent increase in the volume of Parcels at an Authorised Site, which results in the Collect+ Service becoming operationally unviable due to capacity constraints, You must inform Us immediately. We shall, acting reasonably, conduct a review of the Authorised Site:

- (a) If We agree that the provision of Collect+ Service has become operationally unviable, We shall inform You in writing that We agree with You. Together, We shall agree a position where provision of the Collect+ Service can remain operationally viable and shall both use reasonable endeavours to introduce solutions to ensure Your provision of the Collect+ Service remains at this agreed level.
- (b) If, together, We are unable to reduce the capacity constraints to the agreed acceptable position following a period of three (3) months from the date the operational viability position is agreed as set out above, You shall be entitled, on providing Us three (3) months' written notice, to terminate the Collect+ Service from the affected Authorised Site.

3.11 CONSEQUENCES OF TERMINATION

3.11.1. Where this Contract for the Collect+ Service is terminated prior to its expiry or the expiry of notice served in accordance with Clause 3.3.1 for any reason (including where Your Contract to provide Transaction Services is terminated by Us for Your default) but other than for: (a) force majeure contemplated at J.1 of the General Terms, (b) Our default, or (c) pursuant to Clause 3.10.1 or 3.10.2, We may charge You Balance Costs of £250 plus VAT per Authorised Site terminated to cover our costs incurred with decommissioning.

3.11.2. You agree that the Balance Cost set out at Clause 3.11.1 represents a fair and reasonable assessment of Our potential losses and costs, should this Contract terminate before its expiry. It does not, however, affect any of Our other rights or remedies available under this Contract or at law, including any indemnity liability You have or Our ability to claim general damages against You.

3.11.3 Upon termination of the Collect+ Service (whether whole or in part in respect of any specific parcel Clients or parcel schemes), You will return any Devices (and any other materials related to the provision of the Collect+ Service) and/or remove any software where requested to do so by Us.

SECTION 4: SPECIFIC TERMS – ATM SERVICES

4.1. APPOINTMENT

On completion of the relevant Confirmation Form, You are appointed as a PayPoint Agent to provide ATM Services at selected Authorised Sites specified on the Confirmation Form. The commercial terms applicable for the ATM are set out on the Confirmation Form.

The ATM Services and each ATM installed is subject to, and is governed by, a separate Contract, being a Confirmation Form for each ATM, the General Terms, these Specific Terms and the Retailer Guide. Therefore, unless stated otherwise, termination of one Contract for Your provision of ATM Services shall not affect any other Contract for Your provision of ATM Services.

For the purposes of these Specific Terms, the PayPoint Agency Services shall be the ATM Services and the Equipment shall be the ATMs You are provided with. In addition, the Retailer Guide is referenced in these Specific Terms as the Retailer Guide.

References in these Specific Terms to Us or We are to Solutions unless stated otherwise.

4.2. ADDITIONAL DEFINITIONS

An **ATM** is an automated teller machine located at the Authorised Site so You can provide ATM Services.

ATM Funds are those authenticated funds You load into, and are dispensed from, an ATM.

Balance Costs are the charges We may charge You in the event this Contract is terminated prior to its expiry or the expiry of any notice to terminate as further described and set out at Clause 4.13.3 of these Specific Terms.

The **Commencement Date** is the date Your contract to provide ATM Services commences, which is the date on Your Confirmation Form.

The **Effective Date** is the date the ATM is installed and connected to the PayPoint network.

The **Initial Term** is a five (5) year period that starts from the Effective Date.

The **Minimum Service Activity** is an average of 500 successful and qualifying cash withdrawals for non-surcharge ATMs and 200 successful and qualifying cash withdrawals for surcharge ATMs per calendar month per ATM, measured quarterly in accordance with Clause 4.6.

The **Renewal Term** is an additional five (5) year period that, unless the Contract is terminated, starts from the expiry of the Initial Term.

The **Service Support Fee** or **'Service Fee'** is the monthly fee You pay for the provision of ATM support and infrastructure as set out at Clause 4.4 so You can provide the ATM Services. The fee is detailed on the Confirmation Form (or as subsequently varied in accordance with the terms of Your Contract).

A **Z Report** or **'End of Day' report** is the report produced by the ATM and detailed in the Retailer Guide.

References in this Contract, including the Confirmation Form, to a **'cash withdrawal'**, a **'successful cash withdrawal'** or a **'successful and qualifying cash withdrawal'** shall in all cases mean cash withdrawals on which LINK pay standard transaction fees.

4.3. TERM

4.3.1. This Contract to provide ATM Services at an Authorised Site shall start on, and You will be bound from, the Commencement Date. However, the Initial Term commences from the Effective Date. Unless it is terminated early as provided within these Specific Terms or the General Terms, this Contract shall continue for the Initial Term.

4.3.2. If We or You decide to terminate this Contract at the end of the Initial Term, then We both must provide the other with at least six (6) months' notice prior to the end of the Initial Term. Should this notice not be provided, this Contract shall automatically renew for the Renewal Term.

4.4. INSTALLATION AND SUPPORT

4.4.1. We will install the ATM as soon as reasonably practicable following completion of the Confirmation Form and the required Operational Form (which will state the ATMs location in Your store). If We are required to abort the arranged installation, You may be liable for the costs set out at Clause 4.11.3.

4.4.2. As provided at F.1.2 of the General Terms, We will arrange a time with You to train You and Your nominated staff in operating the ATM and the various administration tasks associated with providing the ATM Services.

4.4.3. We will provide You with the required Materials to operate the ATM, including receipt rolls and journal media.

4.4.4. You will be responsible for installing and maintaining the relevant telecommunications line to the ATM.

4.4.5. Further to F.1.5 of the General Terms, We will service, maintain, repair and (if required) replace the ATM. If it is discovered that You have not followed the operating procedures as set out in the Retailer Guide, in addition to Your liability as set out at Clause 4.11, We may charge You for the specific support in addition to the Service Support Fee. We may replace the ATM with a different model if We deem it necessary.

4.4.6. The initial support may be conducted via the phone. If required, We will arrange with You any required visits to Your Authorised Site. Timescales for emergency call-outs are set out in the Retailer Guide.

4.4.7. We will provide a help desk during the hours set out in the Retailer Guide to support Your provision of ATM Services. These hours may change from time to time.

4.4.8. We will liaise directly with LINK and with other members of LINK.

4.4.9. We may, where requested by You or Us, relocate Your ATM within Your existing store or to any of Your Authorised Sites. We reserve the right to charge you for this relocation and You will be advised of the rates upon request.

4.5. OPERATION REQUIREMENTS

4.5.1. In addition to the staffing requirements at C.2 of the General Terms, You must ensure at least one member of Your trained staff is present during the Authorised Site's agreed opening hours.

4.5.2. You must provide a suitable and separate thirteen (13) amp power socket within reasonable distance of the ATM. You should not connect the ATM using an extension lead. You must ensure that the ATM is turned on and operational throughout the Authorised Site's agreed opening hours. You are responsible for taking proper care of the ATM and must follow the operational requirements set out in the Retailer Guide.

4.5.3. You must ensure that the ATM is stocked with the minimum required ATM Funds throughout the Authorised Site's agreed opening hours. The minimum required ATM Funds are: (a) £600 for surcharge ATMs; and (b) £1500 for non-surcharge ATMs.

4.5.4. At the end of each day You, must empty all ATM Funds from the ATM, remove the cash cassettes from the ATM and ensure the ATM safe door and front door is left open.

4.5.5. You must keep the security keys or combination code secure at all times. If You lose the keys or code, We may charge You Our costs incurred with replacing the keys, locks or codes.

4.5.6. You must complete the daily reconciliation report and provide Us with any additional information We may require to resolve any disputes.

4.5.7. You must ensure that customers can access and use the ATM comfortably, freely and securely at all times during the Authorised Site's agreed opening hours. This includes ensuring adequate illumination around the ATM area.

4.5.8. You must comply with all required rules and regulations when providing the ATM Services, including the LINK regulations that refer to merchant responsibility. This includes ensuring that all notes placed in the ATM have been authenticated using Bank of England approved equipment. This is a material term of this Contract and You will be required to confirm Your adherence to this requirement and that You own the necessary Bank of England approved equipment on completion of the Confirmation Form. If You do not own the appropriate note checking equipment, PayPoint shall source it on Your behalf. Any payment due shall be set out in the Confirmation Form.

4.5.9. You will be required to confirm, on an annual basis, that all ATM Funds placed in the ATM have been authenticated using Your Bank of England approved equipment.

4.6. MINIMUM SERVICE REQUIREMENTS

4.6.1. We shall monitor the Minimum Service Activity on a quarterly basis, with the first review no sooner than 6 months following installation of the ATM. The review will take into consideration any agreed periods of inactivity as set out at C.1.6 or those circumstances contemplated at J.1 of the General Terms.

4.6.2. In the event the Minimum Service Activity is not met, We may, at Our discretion, increase the Service Support Fee to £70 plus VAT or terminate Your Contract for ATM Services. In reaching this decision We will consider all relevant circumstances, such as competitor ATMs nearby. The right to either terminate Your Contract or apply this fee increase for failure to reach the Minimum Service Activity shall remain, regardless whether We decided not to apply an increase for a failure to meet the Minimum Service Activity or terminate Your Contract at any previous quarterly review.

4.6.3. In the event We increase the Service Support Fee as above, We shall re-review the activity at later quarterly reviews and may reduce any increased fee, should the Minimum Service Activity be met, or We accept that circumstances have changed that warrant a reduction in fee.

4.7. FINANCIAL FUNDS YOU PAY US

4.7.1. You shall pay Us the Service Support Fee. The Service Support Fee shall be payable monthly in arrears (or as may be otherwise notified to You by Us). We will receive payment of the Service Support Fee according to the banking requirements set out in the General Terms. Where any promotional terms are applied by Us to ATM Services or to the Service Support Fee, such terms will be set out in separate documentation that we will notify to You that will form part of Your Contract with Us, pursuant to clause A.2.5(f) of the General Terms.

4.7.2. Although the Service Support Fee is set out in the Confirmation Form, We may be required to change the fee from time to time. If We do change the fee We will provide no less than twenty-eight (28) days' prior notice.

FUNDS WE PAY YOU

4.7.3. We will reimburse You with the ATM Funds dispensed from the ATM. The ATM Funds shall be calculated and reimbursed according to the data received from the completed End of Day/Z Report. If a customer's intended withdrawal only partially dispenses, then only the partially dispensed withdrawal will be classed as ATM Funds.

4.7.4. These ATM Funds shall be reimbursed by Collections on behalf of Solutions as provided in the General Terms.

4.7.5. Should Collections overpay any ATM Funds You agree to return these ATM Funds immediately. Repayment of the ATM Funds is provided in the General Terms.

4.7.6. You will receive a commission for each successful and qualifying ATM withdrawal. The initial commission rate is set out on the Confirmation Form. We may amend the commission rate on providing no less than twenty-eight (28) days' prior notice.

4.7.7. For clarity, if a customer's intended withdrawal only partially dispenses, this is not a successful withdrawal and no commission shall be payable.

4.7.8. Commission (and any other ad hoc payments as may be offered in writing by Us) shall be payable pursuant to the General Terms by Collections on behalf of Solutions.

4.8. OWNERSHIP

You acknowledge that the ATM, any accessory equipment (other than note-checking equipment), the Materials and all software provided remains Our property and within Our control and are only provided to You so You can provide ATM Services. You have no ownership rights in any of these items.

4.9. SIGNAGE AND BRANDING

4.9.1. We will agree with You the required Signage and any other point of sale materials for the Authorised Site. This may be removed at any time.

4.9.2. The ATM shall also bear the PayPoint logo and various logos of banks and cards. You must not remove or tamper with these logos. You must notify Us immediately if any of these logos are removed from the ATM.

4.10. EXCLUSIVITY

You agree that during the term of this Contract, You will not permit any other ATM provider (including banks) to install an ATM at the Authorised Site, either inside or outside.

4.11. LIABILITY

4.11.1. You remain responsible for all ATM Funds at all times.

4.11.2. You indemnify Us against all and any loss or costs We incur due to damage to the ATM caused by Your deliberate act, omission or by Your negligence.

4.11.3. If the ATM installation or the relocation of Your ATM is aborted on the agreed day of installation or relocation, through no fault of Ours, We may charge You £350 plus VAT for the aborted installation/relocation. This sum is required to cover the cost of encryption of the ATM (for installation), preparation for transportation, re-arrangement fees and other administration costs We will incur.

4.11.4. If You fail to maintain the ATM with the minimum amount of ATM Funds as described at Clause 4.5.3 for at least either: (a) four (4) consecutive days, or (b) any seven (7) days in a calendar month and cannot provide reasonable justification, We may charge You £10 plus VAT per day for each day You continue to fail to maintain the appropriate amount of ATM Funds. This includes the seven (7) day period stated above. You agree that this represents a reasonable assessment of Our losses for breach of this provision. This remedy is in addition to any other rights We may have.

4.11.5. If there is a dispute and You have failed to comply with Your obligation to provide Us with any required information as set out at sub-Clause 4.5.6, We may debit from You the full amount of the unresolved dispute.

4.12. TERMINATION

4.12.1. Other than as provided below and under sub-Clauses 4.3.2 or 4.6.2, the termination provisions are set out in the General Terms.

4.12.2. In addition, We may terminate this Contract at any time and for any reason prior to the Effective Date by providing You with written notice.

4.12.3. You may terminate this Contract prior to the Effective Date by providing Us with written notice. However, You may be required to pay the costs as set out at Clause 4.13.1 below.

4.13. CONSEQUENCES OF TERMINATION

4.13.1. Should You terminate this Contract prior to the Effective Date and prior to the agreed date of installation, We may charge You £250 plus VAT. This sum is required to cover the costs incurred arranging for You to provide the ATM Services.

4.13.2. Should You terminate this Contract prior to the Effective Date but on the agreed date of installation We may charge You £350 plus VAT for the aborted installation. This sum is required to cover the cost of encryption of the ATM, preparation for transportation, re-arrangement fees and other administration costs We will incur.

4.13.3. If, following the Effective Date (whereby the ATM is installed and operational), this Contract is terminated for any reason other than: (a) force majeure as contemplated at J.1 of the General Terms, or (b) Our default, We may charge You Balance Costs of

- (a) £760 plus VAT per ATM to cover Our costs incurred with decommissioning, recovery and refurbishing the ATM and recovering the Signage

4.13.4. To avoid any doubt, the above Balance Costs apply for each ATM You may utilise to provide ATM Services (as each ATM is subject to a separate Contract).

4.13.5. You agree that the application of the Balance Costs, should this Contract terminate prematurely, are fair and reasonable and are not exorbitant or unconscionable having regard to Our interest in the performance of Your Contract. These payments do not affect any of Our other rights or remedies available under this Contract or at law, including any indemnity liability You have.

SECTION 5: SPECIFIC TERMS – CARDNET SETTLEMENT SERVICE

5.1. APPOINTMENT

5.1.1. You may elect to have the Cardnet Settlement Service once You have completed the following:

- (a) You have entered into an agreement with Cardnet in relation to the acquiring of card transaction payments under Your

Cardnet Merchant Agreement.

- (b) You have signed an agreement with Cardnet requesting Cardnet to send payments due to You in relation to Your card transactions ("Card Settlement Payments") to Us.
- (c) Completed the Confirmation Form.

5.1.2. We receive payments from You and send payments to You in relation to the PayPoint Agency Services and/or the PayPoint Products. The Cardnet Settlement Service allows You to instruct Cardnet to send the Card Settlement Payment due to You under Your Cardnet Merchant Agreement to Us to set off against Your net settlement to Us.

5.1.2. We calculate your net settlement position in accordance with clause G 1.8. Net Settlement takes place on Banking Days.

5.2. ADDITIONAL DEFINITIONS

Cardnet means Lloyds Bank Plc.

Cardnet Merchant Agreement is the agreement between You and Cardnet for the acquiring of Your card transactions.

Cardnet Settlement Service is the settlement service provided by Cardnet, pursuant to clause G.1.8 this Contract and the Cardnet Merchant Agreement, and defined in the Cardnet merchant terms as the Net Settlement Service.

Card Settlement Payment is the payment due to You for card transactions processed under the Cardnet Merchant Agreement.

Net Settlement Position is the amount owed by You or owed to You as specified in the net settlement calculation made by PayPoint on a daily basis.,

5.3. AGREEMENT TO RECEIVE FUNDS

5.3.1. Payments due from You and payments owed by You to PayPoint are settled by using net settlement as described in clause G 1.8 of the General Terms.

5.3.2. Collections agrees to receive the Card Settlement Payments from PPSL acting on behalf of Cardnet and to set off such Card Settlement Payments against Your liabilities to Us using net settlement.

5.3.3. Collections will be deemed to have received the Card Settlement Payments from Cardnet when the funds are released by PPSL to Collections as instructed by Cardnet, and the applicable value has been included in the calculation of Your Net Settlement Position. To release the funds PPSL must first receive from Cardnet details of the amount to be paid to You and the funds associated with the Card Settlement Payment due to You.

5.4. PROCESSING OF CARD SETTLEMENT PAYMENTS

5.4.1. Collections may process any Card Settlement Payments in the following way:

- (a) It will set off the Card Settlement Payments against any payments due from You in relation to the PayPoint Agency Services or PayPoint Products.
- (b) It will set off the Card Settlement Payments against any fees or charges due from You in relation to any PayPoint Agency Services or PayPoint Products used by You or provided to You.
- (c) After the net settlement position has been calculated We may hold any balance due to You for a period of not more than 90 days ("Balance Period") against Your contingent liability to Us.
- (d) We may, at our sole discretion during the Balance Period, make a payment to Your bank account.

5.4.2. Cardnet may at its sole discretion during the term of this Cardnet Net Settlement service elect to make a payment directly to You in respect of Your card transactions. If this occurs PayPoint is not responsible for making any payments to You in relation any card transactions settled to You by alternative means.

5.4.3. For the purpose of this clause 5.4 a contingent liability includes but is not limited to the failure of any direct debit and/or payment request of funds due to PayPoint.

5.5. REPORTING AND RECONCILIATION

5.5.1. We will include details of the Card Settlement Payment received from Cardnet in the relevant Notification in clause G.1 of the General Terms and the extent to which the Card Settlement Payments have been set off against the amounts due to You from Us and/or from You to Us.

5.5.2. Collections is not required to reconcile any Card Settlement Payment received from Cardnet against Your card transactions or any amount due to You or from You in relation to Your Cardnet Settlement Agreement or the Cardnet Merchant Agreement.

5.5.3. If You have any queries in relation to the amount of any Card Settlement Payment and/or the date a payment is due You agree to address such issues to Cardnet.

5.6. LIABILITY

In addition to the limitations of liability as set out in Part H of the General Terms, We are not liable to You if:

- (a) Cardnet fails in whole or in part to make a payment due to You in accordance with the terms of Your Cardnet Merchant Agreement.
- (b) You fail to provide Us with such information as We may reasonably require in order to set off and/or make any payments to You under these specific terms for the Cardnet Settlement Service, including, but not limited to, up to date details of Your bank account and/or contact details.

5.7. CORRECTIONS AND ADJUSTMENTS

You agree that if a Card Settlement Payment allocated to You and/or paid to You that is more than the amount due to You under the terms of the Cardnet Merchant Agreement or under Your net settlement with Us, We may amend Your Net Settlement Position to reduce any future payment due to You and/or increase any direct debit raised in relation to Your bank account to cover the deficit.

5.8. SUSPENSION OF SERVICE

5.8.1. We may, at Our reasonable discretion, suspend the acceptance of payments from Cardnet;

- (a) for operational purposes; and/or
- (b) if We believe the continuation of the receipt of Card Settlement Payments gives rise to financial, legal and/or regulatory concerns; and/or
- (c) if Your PayPoint Agency Services or PayPoint Products are suspended and/or amended.

5.8.2. Suspension of the receipt of payments from Cardnet and the allocation of funds under the Cardnet Settlement Service does not, unless notified to You by Us, suspend the net settlement under clause G1.8 of the General Terms.

5.9. TERMINATION

5.9.1. In addition to the termination rights in the General Terms, the Cardnet Settlement Service will terminate if:

- (a) Your contracts with PayPoint are terminated; or
- (b) Your Cardnet Merchant Agreement is terminated; or
- (c) Your Cardnet Settlement Agreement is terminated; or
- (d) Your Agreement to instruct Cardnet to make payments to PPSL is terminated; or
- (e) You give no less than 30 days' notice in writing to Us that you wish to withdraw Your Contract for the Cardnet Settlement Service.
- (f) You receive notice from Us that your Contract for Cardnet Settlement Service is terminated.

5.9.2. Termination of this Contract does not terminate any other Contracts for PayPoint Agency Services or Your use of PayPoint Products.

5.10. GENERAL

5.10.1. Save to the extent expressly varied in these Specific Terms, the General Terms (and any other applicable Specific Terms) shall continue to have full force and effect.

5.10.2. Any fees and/or charges due to Us in respect of the Cardnet Settlement Service will be payable monthly in arrears (or as may be otherwise notified to You by Us) and will be paid in accordance with the banking provisions set out in the General Terms. All fees and/or charges are exclusive of tax which will be charged in addition and at the appropriate rate as applicable.

5.10.3. You agree We may share data in relation to this Contract for the Cardnet Settlement Service, including, but not limited to, personal data with Cardnet and/or Cardnet nominees. Details of Cardnet and/or Cardnet nominees will be as notified to You by Cardnet under the terms of the Cardnet Merchant Agreement.

5.11. SERVICE PROVISION

If We and/or Cardnet feel the Cardnet Settlement Service is inconsistent with Your agreement with either Cardnet and/or Us, We and/or Cardnet may:

- (a) make changes to the operation and reporting associated with the Cardnet Settlement Service;
- (b) suspend the Cardnet Settlement Service; or
- (c) terminate the Cardnet Settlement Service upon notice in writing to You.

SECTION 6: SPECIFIC TERMS – PAYPOINT COUNTER CASH SERVICES

6.1 APPOINTMENT

6.1.1 The Contract for the Counter Cash Service and each compatible Equipment consists of the General Terms, these Specific Terms and the Retailer Guide. Therefore, unless stated otherwise, termination of the Contract for Your provision of the Counter Cash Service shall not affect any other Contract for Your provision of and/or use of any other PayPoint Service.

6.1.2 For the purposes of these Specific Terms, the PayPoint Agency Services shall be the Counter Cash Services and the Equipment shall be as set out in Your Confirmation Form..

6.1.3 References in these Specific Terms to Us or We are to Solutions and/or PPSL unless stated otherwise.

6.1.4 You will comply with the Standards and obligations as specified in Your Contract with us together with any additional Standards and or obligations notified to You in respect of the Counter Cash Services and/or use of the Equipment. In particular, the payment agent obligations contained therein.

6.1.5 Unless terminated in accordance with this Section 6 (Counter Cash Service), the Counter Cash Service will continue for the duration of the Term of Your Contract with Us.

6.2 ADDITIONAL DEFINITIONS

6.2.1 The following definitions shall apply to this Section 6.

Counter Cash Funds: means those authenticated funds You dispensed upon instruction of the Equipment.

Commencement Date: Means the date of the first live Transaction.

End of Day/Z Report is the report produced by the PayPoint System or such other report as We may specify from time to time.

Other definitions: References in this Contract, including the Confirmation Form, to a 'cash withdrawal', a 'successful cash withdrawal' or a 'successful and qualifying cash withdrawal' shall in all cases mean cash withdrawals on which the Client and/or Payment System pay standard transaction fees.

Payment System: Means the organisation subject to supervision by the Payment Systems Regulator and permitted to offer payment systems in the United Kingdom.

Transactions: Means in the context of this Section 6 the payment to customer when providing the Counter Cash Service.

6.2.2 Save to the extent added or expressly varied herein, the definitions shall be a specified in the General Terms.

6.3 TERM

6.3.1 This Contract to provide Counter Cash Service at an Authorised Site shall start on, and You will be bound from, the Commencement Date.

6.3.2 If We or You decide to terminate the Counter Cash Service, then each party must provide the other with at least one (1) months' notice.

6.3.3 Provided always that the notice period in clause 6.3.2 shall not apply if LINK or such other Payment System terminate Our rights to provide the service and/or our participation in the service. Notice of termination may be given by us to you to take effect immediately upon any such termination event.

6.4 INSTALLATION AND SUPPORT

6.4.1 We will enable the Counter Cash Service on Your applicable Equipment as soon as reasonably practicable.

6.4.2 As provided at F.1.2 of the General Terms, We will arrange a time with You to train You and Your nominated staff in operating the Equipment and the various administration tasks associated with providing the Counter Cash Service.

6.4.3 We will provide You with the required Materials to operate the Equipment, and journal media.

6.4.4 You will be responsible for installing and maintaining the relevant telecommunications line to the Equipment.

6.4.5 Further to D.1.7 of the General Terms, We will service, maintain, repair and (if required) replace the Equipment. If it is discovered that You have not followed the operating procedures as set out in the Retailer Guide, in addition to Your liability as set

out at Clause 6.9, We may suspend or terminate the Counter Cash Service. We may replace the Equipment with a different model if We deem it necessary.

6.4.6 The initial support may be conducted via the phone. If required, We will arrange with You any required visits to Your Authorised Site. We will provide a help desk during the hours set out in the Retailer Guide to support Your provision of Counter Cash Service. These hours may change from time to time.

6.4.7 We will liaise directly with LINK, with other members of LINK and/or any relevant Payment System.

6.5 OPERATION REQUIREMENTS

6.5.1 In addition to the staffing requirements at C.2 of the General Terms, You must ensure at least one member of Your trained staff is present during the Authorised Site's agreed opening hours.

6.5.2 You must ensure that the Equipment is turned on and operational throughout the Authorised Site's agreed opening hours. You are responsible for taking proper care of the Equipment and must follow the operational requirements set out in the Retailer Guide and/or such other operational instructions applicable to the provision of the Counter Cash Service.

6.5.3 You must ensure that customers can access and use the Counter Cash Service comfortably, freely and securely at all times during the Authorised Site's agreed opening hours. This includes ensuring adequate illumination around the area where the Counter Cash Service is provided.

6.5.4 You must comply with all required rules and regulations when providing the Counter Cash Service, including where applicable the Payment System regulations that refer to merchant responsibility. This includes ensuring that all notes provided by You as instructed by the Equipment have been authenticated using Bank of England approved note checking equipment. This is a material term of this Contract and You will be required to confirm Your adherence to this requirement and that You own the necessary Bank of England approved equipment on completion of the Confirmation Form.

6.5.5 You will be required to confirm, on an annual basis, that all Counter Cash Funds dispensed by You in relation to the Counter Cash Service have been authenticated using Your Bank of England approved equipment.

6.5.6 The Services under this Section 6 will be made available to customers during the normal operating hours of the Authorised Site where the Equipment is located.

6.5.7 You must not:

- (a) require, request or encourage any customer to make multiple Counter Cash Transactions where a customer would ordinarily make one Counter Cash Transaction; or
- (b) otherwise artificially inflate the number of Counter Cash Transactions conducted by You; or
- (c) in the course of performing Counter Cash Service make any attempt to: (i) coerce any customers into purchasing any other goods or services; or (ii) offer any other goods or services (other than the Counter Cash Service) to any customer as being related goods or services where this is not the case; or
- (d) request or require customers to make a payment and/or pay a fee in order to complete a Counter Cash Transaction;
- (e) fail to keep secure any Equipment including any device, pinpad or similar used for the Counter Cash Service; or
- (f) conduct a Counter Cash Transaction without a customer being present.

6.5.8 In order to facilitate the provision of Counter Cash Service, You must ensure that You take reasonable steps to retain sufficient levels of bank notes and coins to meet customer's demands for cash withdrawals.

6.5.9 You must make any payments due to customers in full and provide a receipt to them if so requested. You should retain copies of any receipts recording Your provision of the Counter Cash Service for a period of 180 days from the date of the Transaction.

6.5.10 You agree you will co-operate and promptly respond to any queries and/or questions raised in relation to any Transactions and/or operation of the Counter Cash Service as provided by You.

6.5.11 You must complete a compliance statement in the form provided by Us when requested by Us being no less than once per year.

6.5.12 You must co-operate with Us in relation to any dispute. The evidence required to defend a dispute is set out in the Retailer Guide. This may include;

- (a) Till reconciliation;
- (b) CCTV Footage (where available);
- (c) Such other information as We may reasonably require.

6.5.13 Failure to provide evidence to allow Us to defend a claim of non performance will require You to immediately reimburse the funds paid to You for the Counter Cash Service. We may set off these funds from any amount owed to You by Us.

6.5.14 You must not market or publish details of the Counter Cash Service other than as instructed by us.

6.5.15 You must keep all Transactions confidential and the confidentiality provisions in the Contract apply to this Section 6 with full force and effect.

6.6 FINANCIAL

6.6.1 We will reimburse You with the Counter Cash Funds dispensed from the Equipment. The Counter Cash Funds shall be calculated and reimbursed according to the data received from the completed End of Day/Z Report. You should not permit a partial withdrawal of the amount requested and if there is a partial amount dispensed this amount will not be reimbursed to You.

6.6.2 These Counter Cash Funds shall be reimbursed by Collections on behalf of Solutions as provided in the General Terms.

6.6.3 Should Collections overpay any Counter Cash Funds You agree to return these Counter Cash Funds immediately. Repayment of the Counter Cash Funds is provided in the General Terms.

6.6.4 You will in accordance with the Contract receive a commission for each successful and qualifying Counter Cash withdrawal. We may amend the commission rate on providing no less than twenty-eight (28) days' prior notice.

6.6.5 For clarity, if a customer's intended withdrawal only partially dispenses, this is not a successful withdrawal and no commission shall be payable. For example, if You fail to make the payment to a customer or the incorrect amount is paid to a customer.

6.6.6 Commission (and any other ad hoc payments as may be offered in writing by Us) shall be payable pursuant to the General Terms by Collections on behalf of Solutions.

6.6.7 Any failure to pay the customer and/or underpayment to a customer in relation to a Transaction is repayable by You and will be set off against any funds due to You to the extent the funds are available. If there are insufficient funds to set off You will repay the funds to Us immediately.

6.6.8 Settlement of funds due to You will be in accordance with the terms of Your Contract with Us.

6.7 SIGNAGE AND BRANDING

6.7.1 We will indicate the required Signage and any other point of sale materials for the Authorised Site. This may be removed at any time. Signage must be displayed in accordance with the guide as set out in the Retailer Guide.

6.7.2 The Equipment used for the Counter Cash Service shall also bear the PayPoint logo and various logos of banks and cards. You must not remove or tamper with these logos. You must notify Us immediately if any of these logos are removed.

6.8 OTHER SERVICES

You must notify Us if You are offering other cash withdrawal services at Your Authorised Site. We may terminate this Section 6 if We believe that by Your Authorised Site offering of an alternative service it may have an adverse impact on Your ability to provide the Counter Cash Service.

6.9 LIABILITY

6.9.1 You remain responsible for all Counter Cash Funds and the Equipment at all times and must keep such funds and equipment secure.

6.9.2 You indemnify Us against all and any loss or costs We incur due to damage to the Equipment or the Counter Cash Service caused by Your deliberate act, omission or by Your negligence.

6.9.3 If there is a dispute and You have failed to comply with Your obligations under this Section 6, We may debit from You the full amount of the unresolved dispute.

6.10 TERMINATION

6.10.1 In addition to this clause 6.10, clause 6.4.5 and under clause 6.3.2, the termination provisions are set out in the General Terms.

6.10.2 We may suspend or terminate the Counter Cash Service if You fail to fulfil Your obligations under this Section 6.

6.10.3 You may terminate this Section 6 at any time by providing Us with 30 (thirty) days notice in writing by e-mailing Us at the contact details as notified to You in Your Contract.

6.10.4 Either party may terminate this Contract after the Commencement Date in accordance with Clause 6.3.2

6.10.5 PayPoint may conduct its own review of the Counter Cash Service offered by you. If in the reasonable opinion of PayPoint:

- a. the Service activity is less than anticipated by PayPoint for Your retail outlet or
- b. If the cash available for disbursement in relation to the Counter Cash Service is less than anticipated by PayPoint for Your retail outlet, We will discuss ways to increase increasing cash availability with You.

6.10.6 If following the actions as specified in clause 6.10.5;

- (a) it is not feasible to make changes to improve activity; or
 - (b) if following suggested revisions to the provision of the Service activity does not reach anticipated levels, or
 - (c) if it is not feasible to make changes to improve cash availability; or
 - (d) if following suggested revisions to the provision of the Service activity does not reach anticipated levels,
- We reserve the right to terminate the Counter Cash Service on conclusion of Our review.

6.10.7 Termination of this Section 6 by either party will not terminate Your Contract with Us.

6.10.8 We may terminate this Section 6 at any time by written notice to You fail to process any Transactions.

6.11 CONSEQUENCES OF TERMINATION

6.11.1 These payments do not affect any of Our other rights or remedies available under this Contract or at law, including any indemnity liability You have.

6.11.2 You should cease to provide the Counter Cash Services and as instructed by Us return and/or permit the collection of the Equipment.

6.12 PRIVACY

6.12.1 In addition to the confidentiality and data protection obligations contained in Your Contract, You will ensure that the Customer:

- (a) can input their PIN or other identification without such activity being recorded or observed by You and/or third parties.
- (b) is, if so requests, provided with a printed balance of their account, You will not copy and/or replicate the balance receipt.

6.12.2 We may disclosure information in relation to Your provision of the Counter Cash Service including Your Personal Data and Personal Data provided by You to the Payment System service provider and/or any regulatory, tax authority and/or any investigatory and/or statutory body.

6.12.3 You must keep details of the Counter Cash Services confidential and must not discuss with or disclose to any third parties.

6.13 DUE DILIGENCE

You agree that in participating in the Counter Cash Services we may conduct checks and/or reviews in relation to You and/or Your business including but not limited those in relation to credit and/or identity or such know your supplier reviews as are appropriate to the provision of the Counter Cash Service.

6.14 COMPLAINTS

6.14.1 If a customer makes a complaint and it is not resolved while the customer is in Your retail outlet, You must immediately bring the complaint to Our attention. You can do this by calling the PayPoint contact centre.

6.14.2 You agree to co-operate and provide assistance to Us to investigate any complaints including copies of any information relevant to Your provision of the Counter Cash Service.

6.15 CUSTOMER CARE

6.15.1 You should ensure in providing the Counter Cash Service You comply with Our Service Standards including but not limited to Our anti-discriminatory policies. You should ensure that all Your staff are trained as specified in C.2 and as per the Retailer Guide.

6.16 TRAINING

6.16.1 You should ensure You complete the training made available to You by Us in relation to the Counter Cash Services including any training in relation to customer care, anti-fraud and/or anti financial crime.

6.16.2 If You fail to meet the appropriate standards for the provision of the Counter Cash Service, You may request additional training is provided to You. We may charge for such additional training, but You will be notified of any Charges prior to the training being provided.

6.17 ADDITIONAL REPORTING

6.17.1 If You have reasonable grounds to suspect a Transaction is fraudulent and/or linked to any crime and/or illegal activity, You will immediately bring this to Our attention by contacting Our contact centre.

6.17.2 You must notify Us immediately if You are unable to provide the Counter Cash Service for any reason.

6.18 AUTHORISED SITE APPROVAL

6.18.1 Your participation in the Counter Cash Services may subject to the approval of a Payment System as to site and locations. In the event that the Payment System withdraw or amend their approval, We reserve the right to terminate this Section 6 by notice in writing to You.

6.19 QUALIFYING CRITERIA

6.19.1 To offer the service You must:

- (a) Be registered by Us as a payment agent with the FCA (You will have normally been registered when you joined the PayPoint network); and
- (b) Your Equipment as supplied by Us must be identified as compatible with such technical standard as specified in the Retailer Guide; and
- (c) You need to be using Us for Card Services.

SECTION 7: SPECIFIC TERMS – PAYPOINT PARK SUPER AGENT SERVICE

7.1 APPOINTMENT AND PRE-REGISTRATION

- 7.1.1 On completion of the relevant Confirmation Form, You are appointed as a PayPoint Agent to provide the PayPoint Park Super Agent Service. For the purposes of these Specific Terms, the PayPoint Agency Services shall be the PayPoint Park Super Agent Service.
- 7.1.2 Your provision of the PayPoint Park Super Agent Service is governed by the terms of this Contract being, the Confirmation Form, the General Terms, these Specific Terms and the Retailer Guide.
- 7.1.3 You may use the PayPoint Park Super Agent App (as updated from time to time) to supplement your provision of the PayPoint Park Super Agent Service.
- 7.1.4 References in these Specific Terms to Us or We are to Network unless stated otherwise.
- 7.1.5 If You are appointed as a PayPoint Agent to provide the PayPoint Park Super Agent Service during the Pre-Registration Phase, You acknowledge that Your role during the Pre-Registration Phase shall be limited to promotion of the Park Christmas Savings service to your customers and encouraging them to pre-register with Park to save with that service for Christmas 2024. You also acknowledge that any customers who do pre-register with Park during the Pre-Registration Phase will not enter into a contract with Park during that phase and that no fees or commission shall be payable to You in respect of such pre-registration.

7.2 ADDITIONAL DEFINITIONS

Additional Savers means any individuals who are recruited to use the Park Christmas Savings service by a Saver.

Commencement Date is the date Your Contract to provide the PayPoint Park Super Agent Service commences, which is the date on the Confirmation Form.

Park means Park Retail Limited (Company Registration No. 402152) whose registered office is at Valley Road, Birkenhead, Wirral CH41 7ED.

Park Products means the Love2Shop or other third party paper gift vouchers and/or gift cards which the Saver orders from Park through the Park Christmas Savings service.

The **PayPoint Park Super Agent App** is an app which can be used on Your PayPoint System and which supplements Your provision of the PayPoint Park Super Agent Service.

Pre-Registration Phase means the period from 17 July to 7 September 2023 (inclusive).

Savers means any of Your customers who have registered with Park to use the Park Christmas Savings service by using the QR code which you have made available to Your customers.

Savings Goal means the amount which the Saver has set as a savings goal with Park.

7.3 TERM

- 7.3.1 This Contract to provide the PayPoint Park Super Agent Service shall start on the Commencement Date and shall continue unless Us or You serve no less than 12 months' prior written notice to terminate this Contract.
- 7.3.2 This Contract may also be terminated in the circumstances set out in the General Terms and also as set out at Clause 7.10 below.

7.4 POINT OF SALE AND THE PAYPOINT PARK SUPER AGENT APP

- 7.4.1 We and/or Park shall provide You with all required Signage, which will include Park specific signage and point of sale materials (which must be prominently displayed at the Authorised Site for the full duration of this Contract and/or used as directed by Us and/or Park). We and/or Park may change the required Signage and/or point of sale materials from time to time.
- 7.4.2 You must use all Signage, point of sale materials provided in terms of this clause 7.4 and the PayPoint Park Super Agent App in accordance with the Retailer Guide and/or any other instructions We and/or Park provide You with from time to time.

7.5 GENERAL OBLIGATIONS

- 7.5.1 You must promote the Park Christmas Savings service to Your customers by displaying any related point of sale materials (including any QR code which Your customers can scan to commence registration with Park) which We provide to You from time to time in a prominent location within the Authorised Site which is clearly visible to Your customers and:
- (a) during the Pre-Registration Phase, encouraging Your customers to pre-register with Park to save with Park Christmas Savings service for Christmas 2024; and/or
 - (b) at all other times, encouraging Your customers to register with Park to save with the Park Christmas Savings service.

7.5.2 By using the PayPoint Park Super Agent App You will, unless Your PayPoint Equipment comprises PPOS, have the ability to check if any of your customers has completed their registration process to become a Saver and also if any Saver is on track with their Savings Goal. You will encourage and prompt any relevant customers to complete the registration process to become a Saver and you will also encourage Savers to continue to save with the Park Christmas Savings service in order to meet their Savings Goal.

7.5.3 Any Park Products which have been ordered by a Saver will be delivered to You at the appropriate time. Following their delivery to You, You must promptly provide the Park Products to the Saver. We will notify the Saver that You are in receipt of the Park Products and that they must collect these from You within a specified time period which will also be notified to You. We will arrange for collection of Park Products from You that have not been collected by the Saver within such specified time period and You will make available such Park Products for collection in keeping with such arrangements.

7.5.4 You acknowledge that any Park Products that are delivered to You in accordance with Clause 7.5.3 must be securely stored by You at all times in the same manner in which You securely store cash.

7.6 INSURANCE, INDEMNITY AND LIABILITY

7.6.1 In addition to Your general insurance requirements set out at H.2 of the General Terms, You confirm that You have adequate liability insurances required to cover any loss, theft or fraud in respect of any of the Park Products following delivery of these to You.

7.6.2 You shall keep Us and Park indemnified in full against all liabilities, damages, injury, costs and expenses (which shall include legal and other professional fees and expenses) awarded against Us or Park or incurred or paid by Us or Park as a result of any claim that is made against Us or Park by any Saver where such claim was caused by, relates to or arises from loss, theft or fraud in respect of any of the Park Products following receipt of these by You.

7.6.3 You acknowledge and agree that:

- (a) We shall be liable for any Park Products which are lost during transit prior to receipt of those products by You;
- (b) You shall be liable for any Park Products which have been delivered to You and which have been lost or which have been used by any person other than the Saver prior to receipt of the Park Products by the Saver; and
- (c) the Saver shall be liable for any Park Products which are lost or which has been used by any person other than the Saver following receipt of the Park Products by the Saver.

7.7 YOUR DATA

You agree that We may share relevant data (including your store name, address and Your PayPoint site ID) with Park to enable Park to create Your Park Christmas Savings agent account and unique identifier. For the avoidance of doubt, you consent to the share this relevant data for the purposes set out in clause E.2 of the General Terms with the PayPoint Group, which for the purposes of this Agreement means PayPoint plc and each of its subsidiaries or subsidiary undertakings (as defined in the Companies Act 2006) from time to time.

7.8 EXCLUSIVITY

For the duration of Your Contract to provide the PayPoint Park Super Agent Service or a period of 5 years from the Commencement Date, whichever is shorter, You must not operate a service which is the same as, or is similar to, the PayPoint Park Super Agent Service at the Authorised Sites through any other service provider.

7.9 INTRODUCTION FEE AND COMMISSION

7.9.1 During the Pre-Registration Phase You will receive a £50 Love2Shop gift card together with the relevant marketing materials to be provided by Us and/or Park.

7.9.2 You will receive an agent introduction fee in respect of any Saver who saves at least £25 with the Park Christmas Savings service. Such agent introduction fee shall be at the rates notified to You from time to time.

7.9.3 You will receive an agent commission from Us in respect of Savers and any Additional Savers following receipt of the Park Products by the Savers in accordance with Clause 7.5.3. Such commission shall be at the rates notified to You from time to time. You acknowledge and accept that the rates of commission may change from time to time. If We are required to change any rates of commission, We shall give You at least twenty-eight (28) days' notice before the change will take effect.

7.9.5 The introduction fee and the commission rate shall be payable in accordance with the General Terms by Network.

7.10 TERMINATION

7.10.1 In addition to the termination rights in the General Terms, We may terminate this Contract if Park withdraws its provision of the Park Christmas Savings service or if there is a material change to that service.

7.10.2 Termination of this Contract does not terminate any other Contracts for PayPoint Agency Services or Your use of PayPoint Products.

7.11 CONSEQUENCES OF TERMINATION

7.11.1 Termination of this Contract does not impact upon your obligation at Clause 7.5.3 to make available to a Saver any Park Products which We have delivered to You. We will notify the Saver that You are in receipt of the Park Products and that they must collect these from You within a specified time period which will also be notified to You. We will arrange for collection of the Park Products from You that have not been collected by the Saver within such specified time period and You will make available such Park Products for collection in keeping with such arrangements.

7.11.2 You should cease to provide the PayPoint Park Super Agent Service and as instructed by Us return and permit the collection of the Signage and point of sale materials.

7.12 COMPLAINTS

7.12.1 If a Saver makes a complaint and it is not resolved while the Saver is in Your retail outlet, You must immediately bring the complaint to Our attention. You can do this by calling the PayPoint contact centre.

7.12.2 You agree to co-operate and provide assistance to Us to investigate any complaints including copies of any information relevant to Your provision of the PayPoint Park Super Agent Service.

7.13 CUSTOMER CARE

You should ensure in providing the PayPoint Park Super Agent Service You comply with Our Service Standards including but not limited to Our anti-discriminatory policies. You should ensure that all Your staff are trained as specified in C.2 and as per the Retailer Guide.

SECTION 8: SPECIFIC TERMS – International Driving Permit Services

8.1 INTRODUCTION

- 8.1.1 International Driving Permits (“IDPs”) may be required by Customers, who hold a UK Driver’s Licence, to drive motorcycles or motor vehicles in a foreign country. There are international Conventions which govern the issue of IDPs and Customers may apply for an IDP under one of these Conventions. The country where the UK licenced driver intends driving will determine under which Convention the IDP will be issued.
- 8.1.2 These Specific Terms provide the terms and conditions under which You may issue IDPs and render the IDP Services to Your Customers.

8.2 ADDITIONAL DEFINITIONS

IDP Services means the issuance of the IDP to Customers in accordance with Our instructions provided to you and together with any ancillary activities such as stock keeping and reconciliation relating to IDPs.

International Driving Permit/s or **IDP/s** are the paper permits, also referred to as International Driving Licences supplied by the DVLA, issued under the Conventions.

DVLA is the Driver and Vehicle Licensing Authority, a UK government agency which is responsible for procuring the issuance of IDPs under the Conventions.

The **Conventions** are the Paris Convention of 1926, the Geneva Convention 1949, and the Vienna Convention 1968, with each being referred to as a Convention.

Stamp means the official self-inking stamp, using archival ink in its stamp pad, which is supplied by the DVLA to be used by You only for the purpose of issuing the IDP’s.

Spoiled means that you have unintentionally made a mistake on an IDP booklet which has been partially or full completed (a) in respect of the incorrect Convention; or (b) with one or more errors.

Unrecorded IDP Issue means the issue of a completed IDP to a Customer which has not been recorded as a Transaction on the Equipment. Spoiled IDPs which are not recorded on the Equipment are also deemed to be an Unrecorded IDP Issue.

References to ‘Us’ or ‘We’ is to Network and Collections, as appropriate.

8.3 APPOINTMENT AND TERM

- 8.3.1 On signature by You of the Confirmation Form, which confirms Your commitment to provide the IDP Services:
- (a) You are appointed as a PayPoint Agent to provide the IDP Services from 1 April 2024, the IDP Services being deemed a Transaction Service, notwithstanding the definition of Transaction Service; and
- (b) this Contract to provide the IDP Services commences and continues until:
- (i) we give you 3 months’ prior notice of termination; or
 - (ii) Your Contract for providing Transaction Services terminates or expires; or
 - (iv) the initial agreement between the DVLA and PayPoint to distribute IDPs, or a renewal of such agreement terminates. or
 - (v) it is terminated in the circumstances set out in the General Terms; or
 - (vi) it is terminated as set out at Clause 3.10 below,
- whichever is the earliest.
- 8.3.2 It is a condition to providing the IDP Services that You also provide Transaction Services. Your provision of the IDP Services is therefore governed by the terms of this Contract, being the Confirmation Form, the General Terms, these Specific Terms, the Retailer Guide, and also (where relevant, including if the provision of the IDP Services necessitates the taking of payment from a Customer) the Specific Terms – Transaction Services. If there is any inconsistency between the Specific Terms – Transaction Services, these Specific Terms shall take precedence in such order to resolve the inconsistency.

8.3.3 For the purposes of these Specific Terms, the PayPoint Agency Services shall be the IDP Services, and the Equipment may include the Equipment and/or Retailer EPOS Integration, or other hardware and/or software as We will provide to You.

8.3.4 We will specify to You what sites shall be Authorised Sites to provide the IDP Services. This may not necessarily be all your Authorised Sites that provide Transaction Services, nor will every Authorised Site be deemed eligible for IDP Service. Such site eligibility may change over time based on factors within our determination.

8.4 STAFF TRAINING

8.4.1. The general training obligations are set out in the General Terms. However, ordinarily, We shall train one member of Your staff to provide the IDP Services and You will be required to train any further members of staff required to meet Your service obligations. Training, and an assessment if provided, must be completed before You can provide the IDP Services or any new aspect of it as We may make available. Training and assessment may be provided remotely, via written materials or via pre-recorded video tutorials which We make available, or by a combination of these methods. We have the right to waive this training where we are satisfied that your Authorised Sites has sufficient knowledge and experience of issuing IDPs.

8.4.2. At least one trained member of staff capable of responding to Our queries (whether by telephone or by email) must be available during Your opening hours.

8.5 SUPPLY OF PERMITS

8.5.1 We shall provide You with a stock of unissued IDPs, the Stamp and glue (to be used to glue identity photographs in the IDPs) together with such point of sale materials (**POSM**) as may be needed to advertise each of Your Authorised Sites that issues IDPs. You shall ensure that the POSM is displayed by the 1st of April 2024 and that the POSM, or any replacement materials, remain prominently on display at the Authorised Sites until these IDP Services are terminated or suspended.

8.5.2 The unissued IDPs provided by Us are compliant with the Conventions and, together with the Stamp (including replenishment ink pads), glue and dedicated storage container for these items, are provided to You free of charge, save where these have been lost, damaged or destroyed, apart from Spoiled IDPs, whilst in your possession.

8.5.3 You must store the unissued IDP and Stamp in a secure and safe area in the dedicated storage container provided by Us within each Authorised Sites, and this area shall not be accessible to Customers or other unauthorised persons. In no circumstances will you retain an IDP which has been issued, but which is not Spoiled.

8.5.4 You must take all reasonable precautions against loss and damage to the unissued IDPs, Stamp, glue and dedicated storage container. You do not own the unissued IDPs and Stamps.

8.5.5 We shall charge You the replacement cost for unissued IDPs, Stamps and storage container which are lost, damaged or destroyed whilst in your possession. We shall also charge you for an Unrecorded IDP Issue. You agree that You will pay these charges to Us, and that these charges shall be an *ad hoc* charge as envisaged by clause G.1.1.(c) and that payment will take place in accordance with clause G.1.5., G.1.6., G.1.7. and G.1.8. The charge in respect of each lost, damaged or destroyed unissued IDPs and each Unrecorded IDP Issue, shall be the difference between the price of an IDP charged to Customers and the commission paid per issued IDP. All other charges for lost, damaged or destroyed Stamps, glue, dedicated storage containers, and other materials provided free of charge under this section, shall be the actual costs of replacement of these items, including the costs of delivery to the relevant Authorised Location.

8.6 SERVICE QUALITY

8.6.1 The IDP Service must be delivered in a professional and friendly manner. You understand and consent that this will be actively monitored through customer and/or Client feedback and that the results of this monitoring may be published. Any adverse customer/Client feedback will be treated seriously and may lead to suspension of Your Contract to provide the IDP Service. Such suspension takes place in accordance with clause I.1 of Your Contract with Us.

8.7 ISSUE OF IDPs

8.7.1 The IDP Services are to be provided to Customers, from the Authorised Site, for no less than 48 hours spread over a each 7-day week of the calendar year.

8.7.2. The Service is only to be provided to Customers who are physically present in your Authorised Site. For the avoidance of doubt, this includes persons applying on behalf of the Customer.

8.7.3 In the event that the Customer has a query regarding the need for an IDP which of the Conventions is applicable, You shall refer the Customer to the following website: <https://www.gov.uk/driving-abroad>.

- 8.7.4 A Customer applying, either for their own IDP, or an IDP for another Customer, must present the following documents and photo identification:
- (a) where the application will be made in respect of a person holding a photocard driving licence, the Customer shall provide the original, current and valid photocard driving licence of the person in whose name the IDP will be issued.
 - (b) where the application will be made in respect of a person holding a paper driving licence, the Customer shall provide the valid UK Passport as well as the paper driving licence of the person in whose name the IDP will be issued.
 - (c) Where the application will be made in respect of a person holding a provisional photocard driving licence, the Customer shall provide the original, current and valid provisional photocard driving licence and a valid test pass certificate of the person in whose name the IDP will be issued.
- 8.7.5 You shall ensure that the photographic identification, either in the form of the photocard driving licence, or the valid UK Passport, matches the photo and name of the person in whose name the IDP will be issued. The photograph shall be a recent photograph of the applicant's full face, the face being forward with nothing covering the face, and if in colour, the photograph shall have a light grey or cream background. The applicant shall have signed the back of the photograph. The photographs dimensions shall not exceed 45mm in height and 35mm in width.
- 8.7.6 You shall only issue original IDPs that we provide to You, using the Stamp.
- 8.7.7 You will be provided with an initial stock of IDPs and Stamp. You must manage and reconcile Your stock of the IDPs via the Equipment. The stock records created by the Equipment shall be determinative of your stock and whether stock has been lost, damaged or destroyed, Spoiled or issued by You as Unrecorded IDP Issue. We will utilise the stock records created by the Equipment to replenish your stocks of IDPs.
- 8.7.8 Prior to issuing an IDP, You shall ensure that the correct type of IDP is to be issued in relation to the country where the applicant for the IDP wishes to drive by checking the Countries List in the Retailer Guide as provided by Us and amended from time to time.
- 8.7.9 You shall always indicate the 'place of issue' of the IDP as the "United Kingdom".
- 8.7.10 You shall, with the glue provided by us, glue the photograph provided by the Customer into the IDP in the space provided for this. The photograph shall match the photographic identification provided by the Customer in accordance with clause 8.7.4; alternatively where the person applying is present, shall be a true likeness of the applicant and shall be glued to the IDP in a manner that will ensure that it remains attached and clearly visible.
- 8.7.11 In the event that an IDP is Spoiled, You shall record this on the Equipment and then either (a) securely and confidentially dispose of the Spoiled IDP; alternatively, (b) deface the Spoiled IDP so that no personal details are readable and then destroy the IDP by cutting it up into pieces.
- 8.7.12 The Customers are not provided with a single use plastic packet to hold the issued permits.
- 8.7.13 You will ensure that the IDP Service transaction including issue of the IDP and payment of the prescribed fee, shall take no more than 6 minutes, commencing from the moment that the Customer reaches the Counter at the Authorised Site.

8.8 AUDIT RIGHTS

- 8.8.1 Without affecting Our general right to investigate and audit as set out in the Contract We, or representatives of the DVLA, may visit Your Authorised Sites to check the provision of the IDP Services and to conduct a stock take of your unissued IDPs. However, although You are required to provide Us with full, free and timely access to a required Authorised Site and the stock of unissued IDPs, access should only be allowed on the basis that valid identification is provided. If You reasonably suspect identification to be invalid, or no identification is provided, You are not expected to grant access. If You have any concerns, You should contact Us.

8.9 INSURANCE AND INDEMNITY

- 8.9.1 You shall keep Us indemnified in full against all liabilities, damages, injury, costs and expenses (which shall include legal and other professional fees and expenses) awarded against Us or incurred or paid by Us as a result of any claim that is made against Us by Your staff or agents or by any Customer or other third party where such claim was caused by, relates to or arises from Your provision of the IDP Services or any damage or loss of any unissued IDPs or the Stamp.

8.10 PRICE AND COMMISSION

- 8.10.1 You will charge the Customer a flat fee of £5.50 per issued IDP. This flat fee is set out by legislation, and You shall not charge any additional fee relating to the completion and issue of an IDP.

8.10.2 Collections shall pay You a commission for each IDP issued in accordance with the Contract. Such commission shall be at the rates notified to You from time to time. You acknowledge and accept that the structure and rates of commission may change from time to time. If We are required to change any rates of commission to your detriment, Collections shall give You at least twenty-eight (28) days' notice before the change will take effect.

8.11 TERMINATION

In addition to Our general rights to terminate the Contract, either in full or in part, to remove any particular Authorised Site, We may be required to remove a particular Authorised Site or all Authorised Sites at any time for any reason. In these circumstances, We will provide You with at least three (3) months' prior notice.

8.12 CONSEQUENCES OF TERMINATION

Upon the termination of the Contract, You will return the dedicated storage container including any unissued IDPs, the Stamp and any other materials to Us.

SECTION 9: SPECIFIC TERMS – E-MONEY

9.1 ADDITIONAL DEFINITIONS

9.1.1. All words and phrases which are defined in your Contract shall continue to have those meanings ascribed to them and the following definitions shall apply to these Specific Terms - E-Money.

9.1.2. In these Specific Terms, the following words have the meaning ascribed to them:

“E-Money Product” means the same as “electronic money” as provided for in the Electronic Money Regulations 2011;

“E-Money Provider” has the same meaning as provided in the Electronic Money Regulations 2011;

“Product Schedule” means the schedule dealing with separate and unique provisions in respect of each E-Money Product that can be made available to Customers through the Equipment.

The Retailer Compliance Guide means the guide provided to the PayPoint Agent by PayPoint and updated from time to time, which sets out the requirements to ensure that regulatory responsibilities are adhered to by the PayPoint Agent when supporting FCA regulated products and services. We may update and amend these guides from time to time and You will always comply with the most current version of the Retailer Guide and the Compliance Guide.

9.1.3. Notwithstanding the defined meaning of the following words in Section 1: General Terms, A.1 Definitions, these words are for the purposes of these specific terms given the following extended meanings:

Client: An E-Money Provider is a Client; and

Client Products: the E-Money Products are Client Products; and

Materials: shall include e-money cards and gift cards; and

Transaction: the supply of the E-Money Product is deemed to be a Transaction in terms of the Agreement.

9.1.4. We agree that clause 2.8.1 (f) of Section 2: Specific Terms - Transaction Services shall no longer be applicable to Your Contract.

9.2 E-MONEY PRODUCTS

9.2.1. You have agreed, utilising the Equipment, to sell the E-Money Products distributed by the Company to Customers. You may sell the E-Money Products from the date that you sign your Confirmation Form.

9.2.2. The E-Money Products that are distributed by the Company from time to time are set out in the Appendix to these Specific Terms - E-Money Products.

9.2.3. You will always have available a sufficient stock of the E-Money Products. You shall be responsible for the loss, damage or destruction of any E-Money Products and be obliged to return any unused E-Money Products to us when asked to do so.

9.2.3. In the event that an E-Money Provider; alternatively, a specific E-Money Product loses or has regulatory consents withdrawn or suspended, then We may cease and suspend the distribution and/or sale of that E-Money Product, without any liability to PayPoint and you will not offer those Products to Customers until we notify you that can. :

9.3 SIGNAGE AND DISPLAY

The Company shall provide the signage and dispensing displays in respect of the E-Money Products to You and You undertake to install such signage and dispensing devices as soon as is practicable and in a manner clearly visible to Customers.

9.4 LIMITATION ON TRANSACTION AMOUNTS AND CERTAIN CONSUMERS

9.4.1. You shall not sell or re-load the E-Money Products to Customers who are younger than 18 years of age. Should You suspect that a Customer may not be 18 years old, You shall call for such original identification which confirms that the Customer is 18 years old or older.

- 9.4.2 You shall, as is case with all Transactions, only process the purchase or re-loading of E-Money Products when the Customer is physically present in an Authorised Site and physically presents the E-Money Product to be re-loaded to You or Your check-out staff. You shall bear the risk for all losses and damages You may suffer, arising from processing transactions where the Customer is not physically present, or you are not physically presented with the E-Money Product which the Customer wishes to re-load.
- 9.4.3 You shall not load (including re-load) more than the amount indicated in the Appendices to this section onto a single E-Money Product. You must also not allow the loading (including re-loading) of more than the amount specified in the Appendices per E-Money Product, per Customer, per day, regardless of the number of cards purchased.
- 9.4.4 The price of the E-Money Product will be displayed on the Equipment. You shall not activate the E-Money Product, until You have collected and processed payment from the Customer. You shall follow and adhere to the prompts which are displayed on the Equipment.
- 9.4.5 You shall not utilise the E-Money Products provided under this Agreement *in lieu of* compensation to be paid to a Customer resulting from Your acts or omissions, nor for ex gratia or good will payments to Customers, including loyalty schemes or discounts, nor for ex gratia, bonus payments, reward payments, service awards or loyalty scheme payments to You or Your staff.

9.5 ERRORS IN LOADING E-MONEY PRODUCTS

If You load the incorrect amount onto an E-Money Product, then You shall strictly adhere to the process for dealing with incorrect amounts loaded onto E-Money Products specified in clause 5 of the Appendix relating to the specific E-Money Product onto which the incorrect amount was loaded.

9.6 E-MONEY PRODUCT PURCHASED IN ERROR (REFUNDS)

If an E-Money Product is purchased by a Customer, who after taking possession thereof, either through themselves or another person acting on their behalf, wishes to return the E-Money Product against a refund, You shall, in those circumstances strictly adhere to the process set out in clause 6 of the Appendix relating to the specific E-Money Product in respect of which the refund is sought.

9.7 BANKING

- 9.7.1. In addition to the amounts that You shall pay to Us in terms of clause G.1.1, You shall also pay to Us all amounts in respect of E-Money Products reflected as sold in the Equipment, including amounts either incorrectly loaded onto an E-Money Product or transactions which are reversed. You will be reimbursed in terms of clause 9.7.2, below, for incorrectly loaded amounts or reversed transactions subject to and in accordance with clause 5 of the Appendix to the Section 8: Specific Terms - E-Money Products.
- 9.7.2 In addition to the amounts that Collections shall pay to You in terms of clause G.1.2, Collections shall also pay to You, when applicable, Verified Incorrect Amounts, as defined, and in accordance with the procedures set out in clause 5 of the Appendix to the Section 8: Specific Terms - E-Money Products, and associated commissions paid to You by PayPoint.
- 9.7.3 You agree that the amounts to be paid to Us, or to be paid by Collections to You, shall be paid in accordance with the clause G.1. of the General Terms and in particular G.1.3., G.1.5., G.1.6. G.1.7. and G.1.8..
- 9.7.4. The amounts in 9.7.1 and 9.7.2 are to be taken into account and included in the net settlement provisions set out in clause G.1.8.
- 9.7.5. Save for the provisions of paragraphs 9.7.1, 9.7.2., 9.7.3. and 9.7.4., the provisions of Clause G.1 are unaltered by these Specific Terms.

9.8 COMPLIANCE

You acknowledge the regulated nature of the E-Money Products, and You shall comply with the Retailer Compliance Guide, which may be amended by the Company from time to time as is provided for in clause F.1.3. of this Agreement.

APPENDIX TO SPECIFIC TERMS (E-MONEY PRODUCTS): PRODUCT SCHEDULE FOR LOVE2SHOP GIFT CARDS

1.PRODUCT NAME

1.1 Love2shop Gift Cards ('L2S Card/s')

2.E-MONEY PROVIDER

Park Card Services Limited

Address: Love2shop, Card Services, Valley Road, Birkenhead, CH41 7ED

Telephone number: 0344 375 0739

Website: www.love2shop.co.uk/customer-support

Email addresses:

3.LIMITS ON CARDS

Minimum Load per L2S Card: £20 pounds sterling

Maximum Load per L2S Card: £120 pounds sterling

Maximum transaction amount per customer, per day: £400 pounds sterling (e.g. a customer buying 5 cards on a day, may load £80 per card only).

4.COMMISSIONS

- 4.1 The rate of commission payable to You shall be notified to you from time to time and is calculated on the value recorded on PPOS/ the Equipment for the sale of each individual L2S Card. .
- 4.2 We may vary the commission in accordance with the General Terms. If the commission is increased, You agree that we do not need to give you notice of this increase.

5.ERRORS IN LOADING LOVE 2 SHOP GIFT CARD

- 5.1 The Equipment does not allow for the correction of the amount to be loaded onto the Love 2 Shop Gift Cards and as such, in the event that You make an error in loading an amount onto a Love 2 Shop Gift Card, You shall proceed as follows:
- 5.1.1 When an incorrect amount is loaded onto a Love 2 Shop Gift Card (the "Incorrect E-Money Product"), the You shall retain the Incorrect E-Money Product and the Customer shall not be given possession of the Incorrect E-Money Product.
- 5.1.2 You shall then sell a new Love 2 Shop Gift Card to the Customers for the correct amount that the Customer requested.
- 5.1.3 The Incorrect E-Money Product, together with a copy of the tax invoice for the correctly sold L2SCard that was issued, is returned to the E-Money Provider by sending this to Us, and we will forward it to the E-Money Provider. We will procure that the E-Money Provider verifies the amount actually loaded onto the Incorrect E-Money Product (the "Verified Incorrect Amount") and advises Us of this amount. We will thereafter notify You of the Verified Incorrect Amount which can be reimbursed to you in terms of clause 5.1.4, below.
- 5.1.4 Until the Incorrect E-Money Product is returned to the E-Money Provider, You shall remain liable for the amount incorrectly loaded onto the card and such amount will be collected from You in accordance with clause 9.7.1 and G.1.1, these amounts being deemed to be ad hoc amounts in terms of clause G.1.1. Once the Verified Incorrect Amount has been determined, You agree that it You are not entitled to retain the commission in respect of the Incorrect E-Money Product. The reimbursement of the Verified Incorrect Amount shall occur as soon as practicable in accordance with clause 9.7.2 and the commission on the Incorrect E-Money Product shall be re-paid to PayPoint by You in accordance with clause 9.7.1 and G.1.1.

- 5.1.5 If the amount claimed for the Incorrect E-Money Product and the Verified Incorrect Amount differ, You shall cover such differences and You will only be reimbursed for the Verified Incorrect Amount.
- 5.1.6 The Incorrect E-Money Product must be returned to the Company by You within 7 days of the transaction. If You do not return the Incorrect E-Money Product in this time, the transaction is deemed to be correct, and You are not entitled to reimbursement as set out in clause 5.43 of this Appendix.

6. PRODUCT PURCHASED IN ERROR – REIMBURSEMENT SOUGHT

- 6.1 You shall not deal with requests for reimbursement from the Customer where the Customer wishes to return the Love 2 Shop Gift Card for a refund. You shall, in such circumstances, always refer the Customer to the E-Money Provider, Park Card Services.
- 6.2 You shall simultaneously advise the Company of the reimbursement request by providing the 19-digit number on the Love 2 Shop Gift Card.
- 6.3 The Company procures that the E-Money Provider determines if a reimbursement to the Customer is appropriate and lawful, and, in those circumstances, that the E-Money Provider reimburses the Customer directly with the amount verified by the E-Money Product Provider to be a still available on the Love 2 Shop Gift Card.
- 6.4 You shall not, if requested by a Customer to process a refund, reimburse the Customer for the amount loaded onto the Love 2 Shop Gift Card at the time of purchase. Should You elect to do so, You do so entirely at its own risk and without recourse to the Company or the E-Money Provider.
- 6.5 You agree that in the event that a refund is made by the E-Money Provider, You are not entitled to commission on the Love 2 Shop Gift Card as provided in this Agreement for the sale of that Love 2 Shop Gift Card and that You shall reimburse the commission that You received from PayPoint in respect of that Love 2 Shop Gift Card. Collections shall calculate the pro-rata amount of commission to be repaid by You and shall include this in the amount collected from You as provided for in clause G.1.8.(ii) of the Agreement.

7. COMPLAINTS AND RECORDS

7.1 All and any Customer Complaints relating to the Love 2 Shop Gift Card shall be referred to:

- 7.1.1 Park Card Services Limited
- 7.1.2 Address: Compliance Department, Complaints, 22 Chapel Street, Floor 4, Liverpool, L3 9AG.
- 7.1.3 Telephone number: 0151 653 1700 (Mondays to Fridays, excluding Bank Holidays, 09h00 to 17h00).
- 7.1.4 Website: www.love2shop.co.uk/customer-support
- 7.1.5 Email addresses: www.love2shop.co.uk/contact-us

7.2 Records of Customer Complaints shall be sent to:

- 7.2.1 Park Card Services Limited

7.3 Records of Complaints shall contain the following information:

- 7.3.1 Card number (19 digits);
- 7.3.2 Date of transaction;
- 7.3.3 Type of card;
- 7.3.4 Amount;
- 7.3.5 Description of the complaint.