Access Paywise+

Additional Terms

Credit Risk Check Requirement

7 Credit Risk Check Requirement: Usage of the Service is subject to a satisfactory credit risk assessment. We reserve the right to carry out a credit check on You prior to the commencement of any Services. No access to the system or delivery of Services will be provided until this credit risk check has been completed to Our satisfaction. If, in Our reasonable opinion, the results of the credit assessment are unsatisfactory, Access reserves the right to withhold or cancel the Agreement without liability.

Product Specific Terms available in Appendix 4.

Additional Applicable Licensing Terms

The Additional Terms applicable to this Access Product are available in Appendix 1.

Appendix 1 - Access PaySuite Payment Products Standard Terms and Conditions

ACCESS PAYSUITE PAYMENT PRODUCTS

STANDARD TERMS AND CONDITIONS

BACKGROUND

1. We are a provider of Access Payment Products and You wish to be provided with certain Access Payment Products.

2. The parties have agreed that this Agreement, the relevant Payment Product Specific Terms, and the relevant Statement of Work(s) will

collectively make up the Framework Agreement (as more particularly defined below) and will apply to the supply of Access Payment Products by Us to You.

PARTIES

This Agreement is between:

1. You, being the Company as set out in the relevant Statement of Work, and

2. Access PaySuite Limited (Company No. 04595169), incorporated under the laws of England and Wales with registered office address: Armstrong Building Oakwood Drive, Loughborough University Science & Enterprise Park, Loughborough, England, LE11 3QF and authorised and regulated by the Financial Conduct Authority, Firm Reference Number 730815 (and We, Us and Our in this Agreement shall be interpreted as referring to each of us either jointly or severally as the case may be).

THIS FRAMEWORK AGREEMENT COMPRISES OF

1. The Statement of Work(s);

2. Any Application Documents We provide to You in relation to an Access Payment Product; and

3. These Terms and Conditions, being:

Background, Parties, Definitions and Interpretations Schedule 1: Core Terms these govern the relationship between Us and You across any Access Payment Product. Schedule 2: Data Processor Terms these govern the processing of personal data by Us in relation to any Access Payment Product. Payment Product Specific Terms at the following schedules, which apply only to the extent that We are to provide You with that Access Payment Product: Schedule 3: Access PaySuite Ignite, Evolve and Enhance Schedule 4: Access PaySuite Accelerate1 Schedule 5: Access PaySuite E-Direct Debit

Schedule 6: Access PaySuite Direct Credit Schedule 7: Access PaySuite Faster Payments Schedule 8: Access PaySuite Payment Gateway

DEFINITIONS AND INTERPRETATION

In this Agreement (including the Statements of Work) the following expressions shall have the following meanings:

Acceptable Use Policy means the following policy which is available in Appendix 2.

Access Evo & AI Product Terms and Conditions means the terms set out in Appendix 3. These terms shall govern the use of AI-enhanced products including Access Evo and other AI services and privacy statement available here Privacy Notice which governs the use of Evo and AI features. We reserve the right to amend these from time to time.

Access Payment means a service relating to Your taking of payments, which may be provided by one of Us to You, as

Products more specifically set out in the Payment Product Specific Terms and any related Statement of Work.

Agreement means this Agreement, as described in clause 1;

Application means an application documents for an Access Payment Product in the form We provide to You which may

Documents set out Our charges and fees and other information relevant to the product and service, and any additional

services You opt-in to, and which may capture certain information relating to You and Your business;

Applicable Law means all law or regulations (including the requirements of any regulator) applicable to You or Us or to,

any payment or refund that is the subject of the Services, for the time being in force in any jurisdiction;

Authorised User means any person that You have authorised to use an Access Payment Product;

BACS means Bacs Payment Schemes Limited (company number 4961302), the company which owns and

operates the automated clearing house that processes Direct Debits on behalf of banks and building societies situated in the United Kingdom and generally manages BACS;

BACS Rules means the Service User's Guide and Rules to the Direct Debit Scheme provided by BACS;

Business Days means Monday to Friday excluding bank holidays and public holidays in England;

Confidential means any information, however conveyed or presented that relates to the business, affairs, operations,

Information customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets,

know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by the party as being confidential to it (whether or not it is marked "confidential information"), or which ought reasonably be considered to be confidential;

Control in respect of a party, means the exercise, or ability to exercise or entitlement to acquire, direct or indirect control

over such party by means of ownership, contract or otherwise;

Documentation means documents or on-line help (provided in any media) relating to the Access Payment Product which may

be updated from time to time. This definition includes the documents within the Schedules to this Agreement;

Effective Date has the meaning set out clause 2.2;

Event of Insolvency means the situation in which a party becomes insolvent, has an insolvency practitioner appointed over the

whole or any part of its assets, enters into any compound with creditors, or has an order made or resolution for it to be wound up (otherwise than in the furtherance of a scheme for solvent amalgamation or reconstruction), or an analogous event occurs in respect of a party in any jurisdiction to which that party is subject;

FCA means the Financial Conduct Authority;

Fees means the fees for Services or any of them and any other fees, charges costs and expenses paid or payable

under this Agreement by You;

Force Majeure means an event beyond the reasonable control of the affected party, including war, civil disturbance and acts

Event of God but excluding strikes or other industrial action by employees of the party or its suppliers or sub-contractors;

Further Term means a further term of 12 months commencing at the conclusion of the Initial Term or any Further Term;

Initial Term means 12 months from the Start Date or such other period as is set out in a Statement of Work;

Intellectual means all intellectual and industrial property rights, including patents, trademarks, logos, brand, company

Property names, rights in databases, rights in designs, inventions, discoveries, know-how and copyrights (including

Rights rights in computer software) (whether or not any of these is registered and including applications for registration

of any such thing) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world;

Licence Term Means the Initial Term plus any applicable Further Term

Losses means any and all liabilities, losses, damages, costs, charges, claims, demands, proceedings, actions,

settlements, expenses (including legal expenses calculated on a full indemnity basis) and fines and/or penalties (including those levied by a Payment Scheme or regulatory body);

Notice means in accordance with clauses 23.12 and 23.13;

Operating means any instructions, guidance, or manuals made available to You by Us that includes information and

Instructions requirements for the Access Payment Services (as modified by Us from time to time);

Payment Scheme means the underlying infrastructure, systems and organisations that facilitate the processing, clearing and

settlement of Transactions, including card networks such as Visa, MasterCard (including Maestro), American Express, Diners Club International, Discover, JCB, China UnionPay and any other card networks We approve, direct debit systems including BACS and any other direct debit schemes, Open Banking infrastructure and participating banks, and alternative payment networks including Buy Now Pay Later providers, digital wallet operators and any other payment infrastructure providers We approve from time to time.

Payment Scheme means all bylaws, rules, regulations, operating requirements, technical standards, procedures, guidelines and

Rules waivers issued by or applicable to a Payment Network, including any amendment, addition or replacement over

time, including scheme rules for card networks, BACS Rules for direct debits, Open Banking standards and regulatory requirements including those set by the Open Banking Implementation Entity and applicable PSD2 requirements, terms, conditions and operating requirements of Buy Now Pay Later providers, technical and operational requirements of digital wallet providers, and any other rules, standards or requirements governing the use of any Payment Network.

PSRs means the Payment Services Regulations 2017;

Restricted Person means any person that is listed on (or owned or controlled by a person listed on) any Sanctions List or is

otherwise a target of any Sanctions; and or any persons, countries and/or organisations prescribed by OFAC regulations and United Nations Sanctions, European Union Sanctions Lists and other applicable country financial sanctions from time to time;

Sanctions means any economic sanctions laws, regulations, embargoes or restrictive measures imposed by the

authorities at any time in the United States, the United Nations, the European Union and/or the United Kingdom, including without limitation, the Office of Foreign Assets Control of the US Department of Treasury, the United States Department of State, and His Majesty's Treasuries;

Sanctions List means the "Specifically Designated Nationals and Blocked Persons" list issued by the Office of Foreign Assets

Control of the US Treasury, the "Consolidated List of Financial Sanction Targets" issued by His Majesty's Treasury or other list issued or maintained by the authorities in the United States, the United Nations, the European Union and/or the United Kingdom;

Services means, as applicable, the services to be provided by Us in relation to a relevant Access Payment Product and as

set out in Statements of Work;

Specification means (if any) each specification for the Access Payment Product(s) as set out in the relevant Documentation

and/or the Statement of Work;

Statement(s) of Work means each statement of work specifying the Access Payment Product(s) to be supplied under this Agreement

which incorporate these Terms and Conditions. For the avoidance of doubt, an order form signed by You will be a Statement of Work for the purposes of this Agreement;

Terms and means these terms and conditions;

Conditions

Third Party Software means software that is owned by a party other than either You or Us which may be supplied under this

Agreement;

Third Party Terms means the terms and conditions, end user licence agreements (EULAs) and privacy statements applicable to

Third Party Software as provided to you from time to time only insofar as is permitted in the relevant Third Party Terms, which are available https://www.accesspaysuite.com/eulas/ or otherwise available upon request ;

Thresholds means any thresholds for use of any Access Payment Product set out in a Statement of Work;

Transaction Data means transaction and/or personal data relating to any payment facilitated by the Services;

Warranty Period means 12 months from the Start Date

We (Us, Our) has the meaning given in the Parties section (above); and

You (Your) has the meaning given in the Parties section (above).

In addition:

1. Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended, re- enacted or extended from time to time and shall include all subordinate legislation.

2. Headings are for convenience only and shall not affect the interpretation of this Agreement.

3. Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting any one gender include all genders and words denoting persons include companies and corporations and vice versa.

SCHEDULE 1

CORE TERMS

1. STRUCTURE AND TERM OF THIS AGREEMENT

1.1. This Agreement sets out the basis on which We will provide You with certain services related to Your taking of payments.

1.2. This Agreement comprises of the various documents as detailed prior to this Schedule 1. Each Statement of Work forms part of this Agreement, and this Agreement shall subsist for as long as at least one Statement of Work subsists.

1.3. Termination of a particular Statement of Work, or Service, does not terminate this Agreement or any other Statement of Work or Service (although if grounds to terminate apply to multiple Statements of Work and/or Services, then each affected Statement of Work and/or Service may be terminated simultaneously).

1.4. The Services for each Access Payment Product will be provided by the relevant one of Us identified in the Statement of Work and the relevant Schedule for the Service. Only the relevant service provider will be responsible for, and liable to You, in relation to, each relevant Service.

1.5. We may also provide You with certain products and services which do not relate to the Access Payment Products and Your taking of payments, for example Our accountancy, HR and payroll software. Our relationship with You in relation to such non-payment products is governed by Our separate standard terms and conditions for those products, and not by this Agreement. Similarly, Your use of the Access Payment Products is governed exclusively by this Agreement and not by any other terms and conditions in place between You and Us in relation to other products We may (from time to time) provide to You.

1.6. If there is any conflict or inconsistency between any of the documents comprising the Agreement, then the following order of priority will apply (only to the extent of such contradiction):

1.6.1. the relevant Payment Product Specific Terms;

1.6.2. the Data Processor Terms;

1.6.3. these Core Terms;

1.6.4. the relevant Statement of Work;

1.6.5. any other documents incorporated by reference, (unless specifically stated in writing in a Statement of Work, with reference to this clause, that an alternative hierarchy shall apply in relation to such documents.)

1.7. This Agreement is for the Initial Term and will continue for consecutive Further Terms or as set out in a Statement of Work unless terminated earlier in accordance with clause 15

1.8. Each Statement of Work is effective for the term (including any Initial Term and any Further Term) set out in that Statement of Work, subject to the relevant Payment Product Specific Terms applicable to the relevant Access Payment Product.

1.9. Without prejudice to any other right We have to make changes to this Agreement, We may amend the Agreement from time to time. Any Further Terms shall be governed by Our latest terms and conditions, which will be available at www.accesspaysuite.com/tandcs (or such other link or format as updated from time to time)

2. STATEMENT OF WORK

2.1. For the supply of any Access Payment Products, the parties shall agree a new Statement of Work. Unless an express statement to the contrary is included in a new Statement of Work, all Statements of Work will be governed by the Terms and Conditions attaching to the Statement of Work which has most recently been entered into between the parties.

2.2. Each Statement of Work will be effective on execution by authorised signatories from each party and the Effective Date shall be deemed to be the date on which You executed the Statement of Work or as such other date as set out on the Statement of Work.

3. PROVISION OF OUR SERVICES – CONDITIONS PRECEDENT

3.1. We will only provide You with the relevant Services when, in relation to each such Service, We are satisfied with:

3.1.1. the information We require from You to comply with Our 'know your customer' (KYC) and customer identity requirements;

3.1.2. (where We request it) the information contained within Your constitutional or other governing documents;

3.1.3. any credit assessment We carry out on Your business;

3.1.4. any financial security which We notify You that We require, pursuant to clause 11; and

3.1.5. Your business meeting the merchant acceptance criteria which We apply to Your business.

3.2. This clause 3 shall not apply to the Access Payment Product Accelerate (Schedule 4), Access Payment Product Faster Payments (Schedule 7) and Access PaySuite Payment Gateway (Schedule 8). For a comprehensive list of clauses inapplicable to Your product, please refer to the applicable Payment Product Specific Terms, clause 1.3.

4. MAIN OBLIGATIONS

4.1. You must comply with:

4.1.1. all Applicable Law, including those requirements that apply to the sale of goods and/or services by You;

4.1.2. the Payment Scheme Rules (as applicable to any Access Payment Product and/or the Services We are providing to You);

4.1.3. any Operating Instructions which We provide to You;

4.1.4. all Applicable Law in respect of all Sanctions and further, You must not submit any payment via any of the Services which relates in any way to a Restricted Person;

4.1.5. Your constitutional or other governing documents (e.g. rules, partnership agreement, or trust deed); and

4.1.6. all certificates, licences, registrations and authorisations required for the operation of Your business, and, to the extent applicable, You must not do anything which would put Us in breach of any of the above laws, rules and regulations.

4.2. Unless otherwise agreed in writing with Us, You are responsible (at Your own cost) for the provision of all equipment, software, systems and telecommunications facilities which are necessary to enable You to receive the Access Payment Product or Services. You are also responsible for any systems integration costs to enable You to receive the Access Payment Product or Services.

4.3. You must only submit, to Us, or via an Access Payment Product, payment data and/or payment instructions directly from Your own personnel and systems.

4.4. You must give Us:

4.4.1. any information or documents You have (or under Your control) which We need to comply with any court order or any other mandatory or statutory request served on Us under any Applicable Law and/or the Payment Scheme Rules which apply and relate to any part of this Agreement or the Services; and/or

4.4.2. any financial and other information about You and Your business that We request so We can assess Our risk. This information may include Your financial accounts (including any relevant management or audited accounts), Your due diligence information and any other information We believe may help Us to assess any risks to Us or to otherwise comply with Our legal and regulatory obligations or with the Payment Scheme Rules. This clause 4.4.2 shall not apply to the Access Payment Product Accelerate (Schedule 4), Access Payment Product Faster Payments (Schedule 7) and Access PaySuite Payment Gateway (Schedule 8). For a comprehensive list of clauses inapplicable to Your product, please refer to the applicable Payment Product Specific Terms,

5. OUR OBLIGATIONS

5.1. We will comply with:

5.1.1. all Applicable Laws, including those requirements that apply to the sale of goods and/or services by Us;

5.1.2. the Payment Scheme Rules (as applicable to any Access Payment Product and/or the Services We are providing to You);

5.1.3. all Applicable Law in respect of all Sanctions

5.1.4. all certificates, licences, registrations and authorisations required for the operation of our business, and, to the extent applicable, we will not do anything which would put Us in breach of any of the above laws, rules and regulations.

5.2. We will perform all Services in accordance with good industry practice and will use appropriately skilled and qualified personnel.

6. USE OF ACCESS PAYMENT PRODUCTS

6.1. You acknowledge that any Access Payment Product is provided on an "as is" basis and has not been prepared to meet Your individual requirements. It is Your responsibility to ensure each relevant Access Payment Product meets Your requirements.

6.2. The right to use (whether by licence or otherwise) an Access Payment Product is granted to You, as identified by Your Companies House registration number, or other unique identifier, where applicable, and the right to use will transfer with You should Your ownership change, provided that the Company registration number does not change.

6.3. You acknowledge that the use of Access Payment Products may be restricted by Thresholds if specified in the relevant Statement of Work. In the event of the excess usage above a Threshold, We will invoice You for the excess usage from the time the excess usage commenced in accordance with the prevailing rates.

6.4. You shall ensure the security and confidentiality of all log-on identifiers, including usernames, passwords or any other credentials, assigned to, or created by, You or any Authorised User in order to access or use any Access Payment Product (an ID). You acknowledge and agree that You will be solely responsible for all activities that occur under such ID. You shall promptly notify Us upon becoming aware of any unauthorised access to or use of any Access Payment Product and provide all reasonable assistance to Us to bring an end to such unauthorised access or use. Your ID is for Your internal use only and You may not sell, transfer or sublicense any ID to any other entity or person, except that You may disclose an ID to Authorised Users in accordance with this Agreement.

6.5. You shall designate one contact and one alternate as the responsible party for communication with Us during any term of this Agreement (Your System Administrator). You may amend Your System Administrator by notice to Us from time to time.

6.6. You shall ensure that each Authorised User shall, as a condition of being granted access to an Access Payment Product, be required by Your System Administrator to acknowledge the obligations on You under this Agreement respecting authorised use (and restrictions on use) and agree to comply with the same. You shall immediately notify Us if You become aware of any breach of the terms of this Agreement by any Authorised User.

6.7. You will ensure that all Authorised Users comply with Your obligations under this Agreement (including, where relevant to your Access Payment Product, Our Acceptable Use Policy). If You become aware of any violation of Your obligations under this Agreement by an Authorised User, You will immediately terminate such Authorised User's access to the Services.

6.8. You will also ensure that, to the extent relevant to Your Access Payment Product, You and any Authorised Users comply with Our Acceptable Use Policy, and You will notify Us if You become aware of any breach of Our Acceptable Use Policy.

6.9. Except to the extent such actions cannot be prevented, You, or any Authorised User, shall not (nor permit any third party to) disassemble, decompile, modify, adapt, reverse engineer, merge or make error corrections to any Access Payment Product, in whole or in part, or in any way expose the source code, instruction sequences, internal logic, protocols, or algorithms of any Access Payment Product. Nothing in this clause shall prevent You from configuring interfaces and other elements in an Access Payment Product which are intended by the parties to be configured by You.

6.10. You acknowledge that You have no right to have any Access Payment Product in source code form or in unlocked coding of any kind. You agree that You must not attempt to (nor permit any third party, or agree to use any systems, process or software) intended to in any way remove or circumvent any security devices present within an Access Payment Product.

6.11. You have no right to perform penetration testing on any Access Payment Product without Our prior written consent which will be subject to a specific penetration test access agreement.

6.12. Where Third Party Software is provided under this Agreement, We shall provide such software to You under the Third Party Terms. Upon notification from Us, which We may do from time to time, You undertake to comply with the terms of any Third Party Terms in relation to Third Party Software.

7. FEES AND PAYMENT

7.1. You agree to pay the Fees in accordance with the terms specified in each Statement of Work and without deduction or set off. The Fees are non-refundable.

7.2. You agree to complete a Direct Debit mandate (or mandates, as required) to pay the Fees, and any other amount owing to Us under this Agreement. You recognise and agree that by completing a Direct Debit mandate, We are authorised to debit the Fees from the relevant payment account(s).

7.3. All Fees and other charges are exclusive of VAT which will be added (if applicable) at the appropriate rate.

7.4. We have the right to increase all Fees annually.

7.5. We have the right to increase the Fees immediately on the event the increase is required due to the requirements of another third party directly related to Our offering to You outside of Our control. Any such increase will come into effect one calendar month following the notice

(or a greater period where specified in the notice). For the avoidance of doubt, Fees as set out in each Statement of Work will not be reduced for the Licence Term.

8. We reserve the right to suspend the supply of and/or access to the Access Payment Products to You where any undisputed amounts owed by You to Us are overdue and remain overdue 30 days after Us having provided You written notification (which may be by email) of such default, until all such amounts have been paid in full (together with any accrued interest). Interest shall be payable on overdueamounts at a rate of 4% per annum above the base rate of HSBC Bank Plc from time to time.

9. We shall provide You with upgrades relating to the Access Payment Products for which you are validly licensed for free of charge and within a reasonable period of time following such upgrades becoming available. Services relating to the installation of such upgrades are normally subject to charge. Subject to payment of the relevant support fee, We shall provide technical support in respect of the version of the Software used by You from time to time in accordance with the terms set out of this Agreement. This clause 9 shall not apply to the Access Payment Product Accelerate (Schedule 4), Access Payment Product Faster Payments (Schedule 7) and Access PaySuite Payment Gateway (Schedule 8). . For a comprehensive list of clauses inapplicable to Your product, please refer to the applicable Payment Product Specific Terms, clause 1.3.

10. SET-OFF

10.1. We may, either before or after making any demand for payment, set-off any Fees and/ or liabilities You owe to Us. We may exercise this right with or without giving You advance notice.

10.2. Our rights of set-off shall be in addition to any other rights or remedies (howsoever described) under this Agreement or under Applicable Law.

10.3. You are liable for any of Our costs associated with collection in addition to any amounts owed, including legal fees and expenses, collection agency fees and any applicable interest.

10.4. You are not entitled to set off any of Our liabilities to You under or in relation to this Agreement, or any other agreement, against any liability owed by You to any of Us under or in relation to this Agreement, or any other agreement.

10.5. This clause 10 shall not apply to the Access Payment Product Accelerate (Schedule 4) and Access Payment Product Faster Payments (Schedule 7). For a comprehensive list of clauses inapplicable to Your product, please refer to the applicable Payment Product Specific Terms, clause 1.3.

11. SECURITY AND GUARANTEES

11.1. We may, from time to time, require You to provide additional or new financial security (in a form We decide) if We determine that such security is appropriate in relation to the performance of Your actual or potential payment obligations under this Agreement.

11.2. Without limiting clause 11.1, We may require You to provide (or procure that any third party We specify (including another company within Your group) provides Us with a guarantee, indemnity, cash reserve or other security, in such form and over such assets as We require, to secure, Your liabilities to Us under, or in relation to, this Agreement, in each case to Our satisfaction.

11.3. We may charge You Our reasonable administration and external costs (including legal fees) in connection with Us exercising Our rights under this clause 11.

11.4. This clause 11 shall not apply to the Access Payment Product Accelerate (Schedule 4), Access Payment Product Faster Payments (Schedule 7) and Access PaySuite Payment Gateway (Schedule 8). For a comprehensive list of clauses inapplicable to Your product, please refer to the applicable Payment Product Specific Terms, clause 1.3.

12. INDEMNITY

12.1. Without prejudice to any other rights and remedies available to Us under this Agreement, You shall indemnify (and keep indemnified) on demand, defend and hold Us harmless from and against any Losses We suffer or incur as a result of, or in connection with:

12.1.1. any claim brought against Us by a third party where such claim is caused by You or arises as a result of or in connection with any of the other indemnified items mentioned in this clause 12;

12.1.2. Your breach of this Agreement, Applicable Law or any applicable Payment Scheme Rules;

12.1.3. any use of Our (or any of Our licensors') Intellectual Property Rights or proprietary information otherwise than in accordance with the terms and conditions of the Agreement;

12.1.4. any fraud on Your part or of any person acting on Your behalf;

12.1.5. any third party investigation, inspection and/or audit which is imposed on, or required of, Us due to Your breach of the Agreement, Applicable Law or any applicable Payment Scheme Rules; and/or

12.1.6. any security breach, compromise or theft of any Transaction Data held by You or on Your behalf (other than by Us).

12.1.7. any liability We incur from Direct Debit Indemnity Claims solely in relation to Access Payment Products Ignite, Evolve and Enhance (Schedule 3) after termination of this Agreement.

12.2. This clause 12 shall not apply to the Access Payment Product Accelerate (Schedule 4), Access Payment Product Faster Payments (Schedule 7) and Access PaySuite Payment Gateway (Schedule 8).For a comprehensive list of clauses inapplicable to Your product, please refer to the applicable Payment Product Specific Terms, clause 1.3.

13. WARRANTIES

13.1. As at the Effective Date, daily throughout the term of this Agreement, the parties warrant that:

13.1.1. They will comply with (and they have not and will not do anything that will cause the other party not to comply with):

a) Applicable Law;

b) any applicable Payment Scheme Rules;

13.1.2. They are correctly organised, validly existing and in good standing under the laws of the jurisdiction in which their business is registered and are authorised to enter into and carry out their responsibilities under this Agreement;

13.1.3. They are correctly qualified and licensed to do business in all states and countries in which they operate and they have the power to carry on their activities;

13.1.4. this Agreement does not breach their constitutional or other governing documents (e.g. rules, partnership agreement, or trust deed) and, all necessary action has been taken to authorise this Agreement and any Statement of Work;

13.1.5. the person(s) signing this Agreement, or any Statement of Work, on their behalf is/are duly authorised to enter into this Agreement, or Statement of Work, on their behalf;

13.1.6. all information they provide or have provided to the other party in connection with this Agreement, including in the Application Documents, is true, accurate, and complete;

13.1.7. there is no legal action or regulatory investigation pending or (to the best of their knowledge) threatened against the parties that

might have an effect on them or affect their ability to carry out their responsibilities under this Agreement; and

13.1.8. carrying out the terms of this Agreement will not cause the parties to breach any other enforceable agreement(s) to which they are party.

13.1.9. They conduct their business in line with good business practice and in a fair and ethical manner.

13.2. We warrant that during the Warranty Period the Access Payment Product(s), when used in accordance with the Documentation, will operate in all material respects in accordance with the Documentation and the functionality will not be materially decreased during the Term. We will obtain and at all times during the Licence Term maintain all necessary licences and consents and comply with all applicable laws and regulations relating to the Access Payment Product(s). This warranty is further dependent on all Fees being paid up to date and You using current virus scanning software from time to time. This warranty does not cover minor errors that do not materially affect the functionality of the Access Payment Product(s) and, for the avoidance of doubt, We do not warrant that the operation of the Access Payment Product(s) will be uninterrupted or error free. .

14. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

14.1. You acknowledge that all Intellectual Property Rights (including any new Intellectual Property Rights) arising out of or in connection with the Access Payment Products, associated Documentation or any materials created by or on behalf of Us for You, belong at all times to Us or Our licensors.

14.2. Nothing in this Agreement shall transfer any Intellectual Property Rights in or arising from Access Payment Products or Documentation to You. These shall remain vested in Us or Our licensors. No rights to use any such Intellectual Property Rights are granted, except as expressly stated in this Agreement or the relevant Statement of Work. If, notwithstanding this, any Intellectual Property Rights in or arising from the Access Payment Products and/or Documentation are acquired by You (including any new Intellectual Property Rights), You hereby assign (and to the extent that any such Intellectual Property Rights are not capable of such assignment, agree to hold on trust) and agree to do all such things and sign all such documents as We may reasonably require in respect of the assignment of all such Intellectual Property Rights to Us or Our licensors as may be appropriate.

14.3. Subject to clauses 14.6 and 14.7 of this Schedule 1, We will indemnify You against all direct costs, claims, demands, expenses (including reasonable legal costs) and liabilities of whatever nature incurred by or awarded against You arising out of or in connection with any claim that Your use of the Access Product(s), any Documentation, information, data, computer facilities or material that We supply, infringes a third party's Intellectual Property Rights ("Infringement Claim").

14.4. We warrant that We are not aware that the Access Product(s), any Documentation, information, data, computer facilities or material that We supply, or Your use of the same in accordance with the terms of this Agreement will infringe any third party's Intellectual Property Rights but We have not carried out any investigation into the same. Subject to clauses 14.6 and 14.7 of Schedule 1, We shall indemnify You against all direct costs, claims, demands, expenses (including reasonable legal costs) and liabilities of whatever nature incurred by or awarded against You arising out of or in connection with any breach of the warranty contained in this clause.

14.5. If an Infringement Claim is alleged or threatened against either You or Us, or if We believe that the Access Product or the Documentation or any part thereof may infringe any third party's copyright or UK registered patent (effective at the date of this Agreement), We may, at Our sole option: (i) procure such licence, authorisation or consent as is necessary to enable Your continued use of the Access Product and/or the Documentation; (ii) modify or replace the same as necessary to avoid infringement without any material adverse effect to the functionality of the Access Product; or (iii) terminate this Agreement and/or the affected Statement(s) of Work and refund an amount equal to the unused portion of any Fees pre-paid in respect of the Licence to use the Access Product and/or Documentation, as the case may be.

14.6. Without prejudice to clause 14.7 of this Schedule 1, We shall only be liable under the terms of this Agreement for an Infringement Claim or alleged Infringement Claim if: (i) You promptly notify Us of any infringement or alleged infringement of which You are aware, or ought reasonably to have been aware of; (ii) You make no admission as to liability or agree any settlement of such claim without Our prior written consent; (iii) You allow Us (or a relevant third party supplier), at Our expense, to conduct and/or settle all negotiations and litigation arising from any claim or action relating to the alleged infringement; and (iv) You, at Our expense, give Us (or a relevant third party supplier) such reasonable assistance as may be requested in such settlement or negotiation.

14.7. We shall have no liability for any Infringement Claim or alleged Infringement Claim to the extent such claim arises from: (i) possession, use, development, modification, or operation of the Access Product or part thereof by You other than in accordance with the terms of this Agreement, the relevant Statement of Work or the Documentation; (ii) failure by You to take any reasonable corrective action directed by Us (including using an alternative, non-infringing version of the Access Products); (iii) is based upon any item provided by You and incorporated into the Access Product(s) or used in combination with the Access Product(s) at Your request; or (iv) Our use of Your IP pursuant to clause 14.8 of Schedule 1.

14.8. All Intellectual Property Rights in the Customer Data that belong to You or Your licensors ("Your IP") shall remain with You, You hereby provide to Us a non-revocable, non-transferable (save to any of Our Sub Processors or subcontractors), non-exclusive licence for the Licence Term to copy, modify and otherwise use Your IP insofar as is strictly necessary for Us to provide You with the Access Product and Services, and including in accordance with Schedule 2.

15. TERMINATION AND SUSPENSION

15.1. If a party is in material breach of its obligations under any Statement of Work which is incapable of remedy or if capable of remedy, fails to remedy the same within 30 days (unless otherwise agreed between the parties acting reasonably) of written notice to do so by the other party, the other party may, without prejudice to its other rights and remedies and at its option terminate the affected Statement of Work as a whole, or any affected element of the Services provided under it by immediate written notice to the other party.

15.2. Either party may terminate this Agreement with immediate effect on Notice if the other party is subject to an Event of Insolvency.

15.3. Either party may terminate a Statement of Work (and, if applicable, this Agreement) at the end of applicable term (or Initial Term or Further Term as applicable) by giving not less than 90 days' prior Notice to the other. If You are terminating the Agreement, Your notice must also be copied to any email address specified for this purpose, or for notices generally, in the relevant Statement of Work.

15.4. Either party may terminate a Service if permitted by the specific terms for the relevant Access Payment Product as set out in the relevant Schedule or by the relevant Statement of Work.

15.5. We may terminate or suspend this Agreement, or a Statement of Work, or a particular Service provided under a Statement of Work, by written notice to You if:

15.5.1. You fail to pay any Fees or amounts owing to Us when due;

15.5.2. We become entitled to terminate for a material breach, any other agreement We have with You;

15.5.3. any warranty listed in clause 13.1 is untrue or inaccurate in any respect;

15.5.4. there is a withdrawal or termination of any licence, permission or authorisation required to operate Your business;

15.5.5. there is an occurrence of any circumstance, event or series of circumstances or events that materially adversely affects Your ability to meet Your current or future liabilities (or potential liabilities) or obligations under this Agreement or any Statement of

Work. This clause 15.5 shall not apply to the Access Payment Product Accelerate (Schedule 4), Access Payment Product Faster Payments (Schedule 7) and Access PaySuite Payment Gateway (Schedule 8). For a comprehensive list of clauses inapplicable to Your product, please refer to the applicable Payment Product Specific Terms, clause 1.3..

15.5.6. You fail to comply, or We reasonably suspect You will fail to comply with, Applicable Law or any applicable Payment Scheme Rules;

15.5.7. We become aware of, or reasonably suspect, fraud or fraudulent activity;

15.5.8. any Payment Scheme or any regulator, requests that this Agreement or any Statement of Work or Service is terminated; or

15.5.9. You undergo a change of Control or a sale or other disposal of any substantial division or part of Your business;

15.5.10. A third party ceases to provide a third party product or service, procured by You through Us.

15.6. We may terminate or suspend this Agreement, or a Statement of Work, or a particular Service provided under a Statement of Work, without incurring any resulting obligation or liability, if:

15.6.1. there is a threat or attack on the Access Payment Product or Services;

15.6.2. You or any Authorised User's use of the Access Payment Product or Services disrupts or poses a security risk to Us, the Access Payment Product or to any other customer or vendor of the Access Group;

15.6.3. You, or any of Your Authorised Users, is using the Access Payment Product or Services for fraudulent or illegal activities;

15.6.4. any vendor of Access PaySuite has suspended or terminated Access PaySuite's access to or use of any third party services or products required to enable Us to provide, or Customer to access, the Access Payment Product(s) or the Services;

15.7. The termination of this Agreement or any Statement of Work in whole or in part for whatever reason shall not affect any provision of this Agreement which is expressed, or by its nature, implied to continue, survive or come into force in the event of such termination.

15.8. Upon termination of this Agreement or any Statement of Work in whole or in part for any reason:

15.8.1. You shall (without prejudice to any other rights and remedies, and subject always to the terms of each Schedule for the particular Services) promptly pay to Us all sums which are due or outstanding from You to Us in respect of part of the Agreement or Statement of Work that has been terminated; and

15.8.2. Your licence to use the relevant Access Payment Product(s), and any applicable Intellectual Property Rights, shall expire, and You shall cease all access and use of the relevant Access Payment Product(s) and shall, at Our request, return or destroy as soon as reasonably practicable any of Our Confidential Information subject to such termination.

16. CONFIDENTIAL INFORMATION

16.1. Each party may be given access to Confidential Information from the other party either in pre-contractual discussions or in order to perform its obligations or receive delivery under this Agreement. Confidential Information will not be deemed to include information that:

16.1.1. is or becomes publicly known other than through any act or omission of the receiving party;

16.1.2. was in the other party's lawful possession before the disclosure;

16.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or

16.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence.

16.2. Subject to clause 16.3 each party will hold the Confidential Information in confidence and not make the Confidential Information available to any third party or use the other's Confidential Information for any purpose other than as contemplated by this Agreement.

16.3. Each party may disclose the other party's Confidential Information to its employees, agents and sub-contractors only as reasonably required to perform its obligations under this Agreement and shall procure that any employees, agents or sub-contractors to whom such information is disclosed enter into written confidentiality obligations in respect of such Confidential Information that are at least as stringent as those in this clause 16. party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by any Payment Scheme, or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

16.4. Neither party will be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

16.5. The provisions of this clause will continue notwithstanding the termination of any Statement of Work and/or this Agreement for any reason.

17. DATA PROTECTION

17.1. The provisions of Schedule 2 apply to the Services.

18. AUDIT

18.1. Upon reasonable notice from Us to You, You will:

18.1.1. permit Us (or Our duly authorised representatives) to access the premises or systems on which Your business trades, or where Your records or stock are located, and to take and retain copies of all such records to ascertain if You are performing Your obligations under this Agreement; and

18.1.2. provide all reasonable cooperation in relation to such audit. This includes providing Us (or Our authorised representative) with access to all information We (or they) request, and with honest and comprehensive answers to any queries We (or they) may have in relation to Your business

18.2. Where such audit is undertaken at the specific request of a Payment Scheme or any regulator, or where We otherwise reasonably require it, You shall pay any costs and charges incurred by Us in respect of such audit.

18.3. Where You use an agent or a subcontractor in relation to Your business, You must procure that We have the same rights of audit in relation to that agent or subcontractor as We have in relation to You pursuant to this clause 18.

18.4. This clause 18 shall not apply to the Access Payment Product Accelerate (Schedule 4), Access Payment Product Faster Payments (Schedule 7) and Access PaySuite Payment Gateway (Schedule 8). For a comprehensive list of clauses inapplicable to Your product, please refer to the applicable Payment Product Specific Terms, clause 1.3.

19. LIMITATION OF LIABILITY

19.1. Each of Us is severally, and not jointly, liable for Our own obligations under this Agreement. In particular, only the relevant one of Us which is providing the Services to You under the relevant Statement of Work will be liable in relation to the relevant Access Payment Product to which any claim by You relates, and no other member of the Access UK Limited group of companies will be liable in relation to that Service or Statement of Work.

19.2. Except as set out in this Agreement, all warranties, conditions and other terms, whether express or implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

19.3. Subject to clause 19.9, the total aggregate liability of Us in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with this Agreement or any Statement of Work shall be limited to an amount equal to the Fees paid or payable to Us in the preceding 12 month period under the relevant Statement of Work.

19.4. Subject to clause 19.9, We shall not be liable for any misrepresentation (other than fraudulent misrepresentation), loss of profits, loss of business, goods or contract, depletion of goodwill or loss of use (in each case whether direct or indirect) nor for any indirect or consequential loss or damage suffered by You in connection with this Agreement.

19.5. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by Applicable Law, excluded from this Agreement.

19.6. We shall use commercially reasonable efforts to provide written notice of any suspension and to provide updates regarding resumption of access to the Access Payment Product(s) following any suspension. We shall use commercially reasonable efforts to resume providing access to the Access Payment Product(s) as soon as reasonably possible after the event giving rise to the suspension is cured. We will have no liability for any damage, liabilities, losses (including any loss of data or profits), expenses, or any other consequences that You may incur as a result of a suspension.

This does not limit any of Our other rights or remedies, whether at law, in equity, or under the Agreement (including, without limitation, Our rights to terminate the Agreement).

19.7. Your liability to Us under and in connection with the Access Payment Products provided under Schedules 3, 5, or 6 is unlimited and uncapped in all respects.

19.8. Your liability to Us under and in connection with any other products or Access Payment Products shall be limited to the fees payable in the preceding 12-month period under the relevant Statement of Work.

19.9. Nothing in this Agreement shall limit or exclude either party's liability for death or personal injury resulting from negligence; fraud; or any other liability which may not be properly limited or excluded under Applicable Law, nor Our liability in respect of the indemnity given at Clause 14.3, Schedule 1, nor (for the avoidance of doubt) Your obligation or liability to pay all and any of the Fees or other amounts under this Agreement.

20. FORCE MAJEURE

20.1. Neither Party will be liable to the other for any delay in performance or inability to perform any of its obligations under this Agreement to the extent to which this is caused (directly or indirectly) by a Force Majeure Event provided that the party which is the subject of a Force Majeure Event:

20.1.1. has taken all reasonable steps to prevent and avoid the Force Majeure Event;

20.1.2. carries out its duties to a level reasonably achievable in the circumstances of the Force Majeure Event;

20.1.3. takes all reasonable steps to overcome and mitigate the effects of the Force Majeure Event as soon as reasonably practicable, including actively managing any problems caused or contributed to by third parties and liaising with them;

20.1.4. on becoming aware of the Force Majeure Event promptly informs the other party in writing of the Force Majeure Event, giving details of the Force Majeure Event and which obligations of the party have been affected, together with a reasonable estimate of the period during which the Force Majeure Event will continue;

20.1.5. within seven (7) Business Days of becoming aware of the Force Majeure Event provides written confirmation and reasonable evidence of the Force Majeure Event; and

20.1.6. notifies the other party when the Force Majeure Event has stopped.

20.2. If the Force Majeure in question prevails for a continuous period in excess of one month, the parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable. Failing agreement between the parties within 30 days, either party shall be entitled to terminate this Agreement on giving 7 days' written notice to the other party.

21. COMPLAINTS

21.1. We want to hear from You if You feel unhappy about the service You have received from Us. This gives Us the opportunity to put matters right for You and to improve service to all Our customers.

21.2. You can complain by raising a complaint case with APS at https://www.accesspaysuite.com/form/making-a-complaint/.

21.3. You agree that We may respond to complaints by emailing Our response to You, by sending You a paper copy by post, or by any other means of communication that We agree with You.

21.4. After following this procedure, in relation only to the regulated Services We provide under Schedule 2 of this Agreement:

21.4.1. You may also have the right to refer the complaint to the Financial Ombudsman Service (if You meet the relevant eligibility criteria). The Financial Ombudsman Service can be contacted at Exchange Tower, London E14 9SR, on 0800 023 4567 or

0300 123 9123, or via its website: financial-ombudsman.org.uk;

21.4.2. You may also be entitled to complain to the FCA, in relation to those Access Payment Products which are regulated by the FCA. The FCA's details can be found on its website: www.fca.org.uk/contact.

22. DISPUTES

22.1. This clause shall not apply to unpaid undisputed Fees which, for the avoidance of any doubt, shall be deemed to be a material breach and shall be dealt with under clause 7 and 15 as applicable.

22.2. Where discussions take place between parties to explore and /or resolve dissatisfaction such discussions shall take place on a without prejudice basis save for where otherwise expressed to be made on an open basis.

22.3. In the event of any other dispute, or where the parties agree, any dispute over Fees, the parties agree the following Dispute Resolution procedure:

22.3.1. If a dispute arises between You and Us in relation to any other matter the representatives for each of us in relation to the applicable Statement of Work shall, in the first instance attempt to agree a resolution for such dispute. If after 30 days (or such other time as agreed) such representatives are unable to resolve the dispute each of You and We shall arrange for a senior representative to attend one or more meeting solely in order to resolve the matter in dispute. Such meetings shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question.

22.3.2. If the senior representatives are unable to resolve the matter in question within 30 days (or such other time as agreed) then we will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure (or any other model mediation procedure as agreed). To initiate a mediation either Party may give Notice (a Mediation Notice) to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or agreed equivalent mediation organisation asking them to nominate a mediator. The mediation shall commence within 28 days of the Mediation Notice being served. Neither of us will commence legal proceedings against the other until 30 days after such mediation of the dispute in question has failed to resolve the dispute. Each of us will co-operate with any person appointed as mediator providing him with

such information and other assistance as he shall require and will pay his costs, as he shall determine or, in the absence of such determination, such costs will be shared equally.

22.3.3. The parties accept that in mediating prior to court proceedings commencing, the issues in dispute may not be fully articulated.

22.3.4. If a Dispute is not resolved in accordance with the Dispute Procedure, then such Dispute can be submitted by either party to the exclusive jurisdiction of the courts of England and Wales.

22.3.5. Nothing contained in this clause 22 shall restrict either party's freedom to commence summary proceedings to procure or ensure performance of obligations and/or any required action to prevent further damages, preserve any legal right or remedy or to prevent the misuse of any of its Confidential Information.

23. GENERAL

23.1. No variation of these Terms and Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives) provided that We may, acting reasonably, unilaterally amend these Terms and Conditions, including any Schedule, by giving You at least one month’s prior written notice where the change is material; immediately on Notice to You in order to comply with any applicable law or by publication on our website where the change does not fall within the aforementioned. Any such change will come into effect one calendar month following the notice and You will be deemed to have accepted this change save for where You contact Us via the email address help@accesspaysuite.com to inform otherwise.

23.2. We may also add new Schedules to this Agreement in relation to new Access Payment Products. Such new Schedules will take effect immediately upon notice to You (albeit You will only receive the relevant new Access Payment Product to which they relate if You and We sign a Statement of Work for the provision of that new Access Payment Product by Us to You).

23.3. Each provision of this Agreement shall be construed separately and notwithstanding that the whole or any part of any such provision may be held by any body of competent jurisdiction to be illegal invalid or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect. Each of us hereby agrees to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

23.4. We each confirm our intent not to confer any rights on any third parties by virtue of this Agreement and accordingly the application of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or a Statement of Work.

23.5. We may perform any of Our obligations under this Agreement, and exercise any of the rights granted to Us under this Agreement, through any other company which at the relevant time is Our holding company or subsidiary.

23.6. The construction, validity, and performance of this Agreement shall be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts. As both parties benefit from the certainty of setting out all relevant rights and liabilities, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes any prior agreements, whether written or oral, made between us, save that the foregoing shall not exclude any fraud or fraudulent concealment. In entering into this Agreement, You acknowledge and accept that You have not relied on any pre-contractual statement.

23.7. We may refer to You as a client and as a user of Access Payment Products in Our marketing and public relations materials provided we have received your prior written consent.

23.8. You may not assign, transfer, charge, hold on trust for another or deal in any other manner with any of Your rights or obligations under this Agreement or any Statement of Work, or purport to do so, or sub-contract any or all of Your obligations under this Agreement or any Statement of Work without Our prior written consent.

23.9. We may assign, transfer, charge, hold on trust for another or deal in any other manner with any of Our rights or obligations under this Agreement or any Statement of Work, or sub-contract any or all of Our obligations under this Agreement or any Statement of Work .

23.10. Any failure to exercise or delay by either of us in exercising a right or remedy arising in connection with this Agreement shall not constitute a waiver of such right or remedy or of any other rights or remedies.

23.11. In performing its obligations under the agreement, all parties shall comply with all Applicable Law.

23.12. Any Notice, claim or demand to be given by either party to the other in connection with this Agreement shall be sufficiently given served or made by (i) written communication; (ii) in English; (iii) provided by email or letter, where letter sent by pre-paid first class; (iv) expressed as a Notice under or with reference to this Agreement; (v) addressed to the attention of the appropriate person within that party. Nothing in the provision shall do away with the service provisions under the Civil Procedure Rules.

23.13. A Notice will be deemed received if: (a) delivered personally, at the time of delivery to the receiving party; (b) if delivered by post within the United Kingdom, two (2) Business Days (seven (7) Business Days for air mail) after posting; or (c) sent by email, on the day on which the Notice is sent, provided no report of non-delivery is received by the sender. If any Notice would, when made in accordance with the above, be deemed to be given or made either on a non-Business Day or after 17:00 on a Business Day, such Notice will be deemed to be given or made at 09:00 on the next Business Day.

23.14. You explicitly consent to Us accessing, processing, and retaining any personal data You provide to Us, for the purposes of providing the Services to You.

23.15. The following clauses of Schedule 1 Core Terms shall not apply to the provision of the Access PaySuite Payment Gateway / Advanced Payments (only), namely: Clauses 10.1 – 10.3; 11.3; 12 and 18.

23.16. Where Your Agreement with Us includes Access Product(s) with Access Evo and/or other AI capabilities, Your Agreement shall be subject to the Access Evo & AI Product Terms and Conditions. Where You, Your Permitted Users or Your Authorised Users (as applicable) fail to comply with the Access Evo & AI Product Terms and Conditions, We reserve the right to, at Our discretion: a) provide a written warning; (b) suspend or withdraw access to the feature; and/or (c) terminate the applicable Statement of Work for the Access Evo/AI feature. Our rights here are without prejudice to any other rights and remedies We may have.

24. MODERN SLAVERY

Each party undertakes, warrant and represents to the other that:

24.1. Neither it nor any of its officers, employees, agent or subcontractors has:

a) committed an offence under the Modern Slavery Act 2015 (a “MSA Offence”); or

b) been notified it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern

Slavery Act 2015; or

c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA

Offence or prosecution under the Modern Slavery Act 2015;

24.2. it shall comply with the Modern Slavery Act 2015; and

24.3. it shall notify immediately in writing if it becomes aware or has reasons to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of its obligations under this clause 24. Such notice to set out full details of the circumstances concerning the breach or potential breach of such obligations.

24.4. Any breach of this clause 24 by a party shall be deemed a material breach of the Agreement that is not capable of remedy and shall entitle the other party to terminate the Agreement in accordance the Termination provisions.

SCHEDULE 2

DATA PROCESSOR TERMS

1. OVERVIEW

1.1. In the course of Us providing the Access Products and/ or Services to You (and or Your Permitted Users) We will process Your personal data and each party shall comply with this Agreement, and the relevant Data Processing Addendum.

1.2. The relevant Data Processing Addendum is determined by reference to the Governing Law applying to the Access Contracting Party as follows in Table A, unless an exemption in Table B applies:

Table A

Governing Law	Data Processing Addendum
England & Wales (excluding AMS)	https://pages.theaccessgroup.com/UK-GDPR-Data-Processing-Addendum.html
England & Wales (for AMS only)	https://pages.theaccessgroup.com/UK-GDPR-AMS-Data-Processing-Addendum.html

Republic of Ireland	https://pages.theaccessgroup.com/EU-GDPR-Data-Processing-Addendum.html
Denmark	https://pages.theaccessgroup.com/EU-GDPR-Data-Processing-Addendum.html
Australia	https://pages.theaccessgroup.com/APAC-Data-Processing-Addendum.html
Singapore	https://pages.theaccessgroup.com/APAC-Data-Processing-Addendum.html
New York	https://pages.theaccessgroup.com/US-Data-Processing-Addendum.html

Table B

Governing Law	**Data Processing Addendum**
If the Governing Law is Australia, Singapore or New York, and You are incorporated (or otherwise based) in EEA, in which case the EU's Standard Contractual Clauses (EU SCCs) shall apply	https://pages.theaccessgroup.com/EU-SCC-Ts-Cs.html
If the Governing Law is Australia, Singapore or New York, and You are incorporated (or otherwise based) in the United Kingdom, in which case the UK's International Data Transfer Agreement (IDTA) shall apply, and this shall be supplemented with the Data Processing Addendum applicable to England and Wales (either for or excluding AMS, as necessary)	https://pages.theaccessgroup.com/UK-IDTA-Ts-Cs.html

1.3. Where multiple Data Processing Addendums are to apply, the parties shall explicitly confirm the same in the relevant Statement(s) of Work.

1.4. You acknowledge and agree that any entity within The Access Group may be engaged by Us to process Your personal data on Our behalf ("Group Processing"). The Access Contracting Party shall remain fully liable for any of The Access Group's acts and or omissions regarding the Group Processing.

SCHEDULE 3

ACCESS PAYSUITE IGNITE, EVOLVE AND ENHANCE

These Product Specific Terms apply to the Access PaySuite Ignite, Evolve, Enhance, Managed Direct Debit Service, and Hosted Paperless eDirect Debit. This service is provided to You by Access PaySuite Limited.

1 RELATIONSHIP WITH THE TERMS AND CONDITIONS AND DEFINITIONS

1.1 These Product Specific Terms add to and form part of the Agreement.

1.2 Capitalised terms used in these Product Specific Terms which are not defined in these Product Specific Terms have the meanings given to

them in the Terms and Conditions.

1.3 In these Product Specific Terms the following definitions apply:

BACS Approved means, as authorised by BACS, a company which has been approved to provide DD related services and submit

Bureau BACS files on behalf of direct debit originators for commercial purposes;

Client means any person or business to whom You sell goods or services and who elects to pay their account by direct debit,

cheque, credit card or other method allowable by Us;

Client Account means the designated bank account used for Client Collections;

Client Collections means payments made by the Clients for goods or services provided by You pertaining to the Documents;

Client Information means all leaflets, information, forms and literature, relating to the Services including the use only of BACS approved

direct debit mandates and direct debit communications;

Ignite, Evolve and means the provision of facility managed direct debit services acting as an Accredited BACS Commercial Facility

Evolve-Risk Services Managed Provider by Access PaySuite Limited on Your behalf;

Direct Debit Indemnity means a refund request made by a Client under the Direct Debit Guarantee; Claims

Direct Debit Scheme means the BACS Direct Debit Scheme.

Direct Debit System means the “Access PaySuite” direct debit management system provided by Us to You to setup Clients and perform

related payment management tasks;

Disbursal Report means a reconciliation report of Client Collections, Direct Debit Indemnity Claims, unpaid direct debits or other

transaction related debits or credits for the reporting period;

Documents means any forms or documents (supplied in whatever medium) to be completed by You and provided by Us to You in

connection with the Ignite, Evolve and Evolve-Risk Services, including without limitation, direct debit mandates for completion by Clients; and

Ignite Plan Direct Debit and perfect for those with fewer than 200 transactions. You'll get a standard Access Service User Number

(SUN).

Evolve Plan Direct Debit and ideal for businesses with more than 200 transactions, offering a client-branded Access SUN

Enhance Plan Direct Debit and tailored for high-value and high-risk clients, this plan allows for custom branding on either Access or

customer materials.

Hosted Paperless fully BACS compliant online direct debit sign-up website and sign-up process. Only available to customers contracted for

eDirect Debit a Access PaySuite Core DD service product.

Managed Direct Debit including Direct Debit Management System (DDMS), PaySuite Service User Number, and all BACS submissions and

Services BACS report processing. Suitable for businesses and organisations processing less than 100 monthly transactions.

Returnable Fees means Client Collections previously disbursed to You but during a future reconciliation period have had a direct debit

indemnity claim applied against the direct debit under BACS Rules.

Transaction Summary means Client payment information reports including Client Collections made available by Us to You electronically via the

Reports Direct Debit System, an API or other means.

2 TERM

2.1 This Agreement for the Ignite, Evolve and Evolve-Risk Services shall come into force on the Effective Date of the relevant Statement of Work

and shall remain in force (subject to the terms of the Agreement) for a 12 month period from that Effective Date and thereafter until terminated by either party giving to the other not less than three months prior written notice such notice to take effect after the end of the Licence Term.

2.2 Either party may terminate this Agreement with 15 days' notice in the event of Our sponsorship being withdrawn under the BACS Rules.

3 APPOINTMENT AS BACS APPROVED BUREAU

3.1 You hereby appoint Access PaySuite Limited as a BACS Approved Bureau to deliver the provision of the Ignite, Evolve and Evolve-Risk

Services for the period referred to in clause 2 and We agree to provide the Ignite, Evolve and Evolve-Risk Services subject to the terms and conditions of this Agreement.

4 YOUR OBLIGATIONS

4.1 You shall:

4.1.1 promptly bring to the Client's notice any Client Information issued by Us from time to time;

4.1.2 supply to Us all Documents properly completed or input Documents into the Direct Debit System in accordance with Our instructions

and deadlines in sufficient time to enable Us to supply the Ignite, Evolve and Evolve-Risk Services in accordance with the BACS

Rules;

4.1.3 allow Us direct contact with and access to the Clients, where strictly necessary, in order to supply the Ignite, Evolve and Evolve-Risk

Services or investigate complaints and other matters;

4.1.4 co-operate with Us in all matters relating to the Ignite, Evolve and Evolve-Risk Services;

4.1.5 ensure at all times You have the right to pass to Us any information required to be passed to Us under this Agreement and that You

are registered under the Data Protection Act 2018;

4.1.6 only request direct debit(s) per Client that do not exceed the previously agreed limit per monthly billing period unless agreed in

advance with Us. The pre-agreed limit is arranged with the Our sales' team. In the absence of any pre-agreed limit, without exception, the maximum amount of direct debit(s) per Client per monthly billing period is £2,000. No direct Debits with annual or quarterly collection frequencies are allowed without Our prior agreement. You shall ensure that if Paperless direct debits (telephone or internet) are set up, the telephone script provided is followed or BACS compliant and website screenshots have been approved by Us;

4.1.7 as soon as reasonably practicable, notify Us of any variations in or amendments to a Client's details contained in Documents

previously supplied to Us and as soon as reasonably practicable notify Us of any changes in the amounts payable by Clients, (including for the avoidance of doubt, any cancellations by a Client);

4.1.8 keep any password and/or log-in details safe and secure and ensure they are used only by the nominated user;

4.1.9 not allow anyone else other than the relevant authorised user, access to the Direct Debit System;

4.1.10 immediately notify Us of any intended or agreed transfer of any Client's direct debits to another supplier and undertake to facilitate

any such transition of Client direct debits in accordance with the BACS Rules governing a transfer. To facilitate any transfer, You must request that We complete a "Bulk Change Deed" to legally transfer direct debit liability to the new supplier or newly appointed Bureau. You or the Guarantor(s) remain liable to meet any future direct debit indemnity claims should they be received which survives termination of the Agreement in the event that the Bulk Change Deed process has not been executed or followed or any incoming supplier fails to pay Us for any future direct debit indemnity claims received following a transfer; and

4.1.11 immediately notify Us of any change in the structure or ownership of the Company.

4.2 You acknowledge that Our ability to provide the Services is contingent on You complying with Your obligations set out in this clause. Accordingly, We shall have no liability to You or to any third party if We are unable to perform any of its obligations under this Agreement or the Services as a result of You having failed to comply with its obligations set out in this clause 4.

4.3 You shall at all times comply with the Appendices to these Product Specific Terms.

5 OUR OBLIGATIONS

5.1 We shall:

5.1.1 subject to being provided with all Documents, and to Your compliance with Your obligations under this Agreement (in particular those

set out in clause 4), duly and punctually perform the Ignite, Evolve and Evolve-Risk Services in accordance with Our published SLA at Appendix 1 to these Product Specific Terms in all material respects;

5.1.2 subject to BACS delays or unforeseen technical issues make available electronically Transaction Summary Reports to You showing

itemised Client Fees and disburse to You (if applicable) by direct payment itemised Client Fees from the previous disbursal period in arrears on the 1st and 15th (or the first business day thereafter) or on any additional disbursal date(s) agreed;

5.1.3 from time to time supply You with sufficient stock of Documents and Client Information necessary for You to perform its obligations;

and

5.1.4 provide a copy of Our Information Security Policy on request by You.

5.2 Any dates specified by Us shall be estimates only and time for performance of the Services shall not be of the essence of this Agreement.

5.3 We will comply with all relevant legislation and obtain and/or maintain all relevant accreditations.

5.4 We shall at all times comply with the Appendices to these Product Specific Terms.

6 FEES, REPAYMENTS AND INDEMNITY RESERVE

6.1 You shall pay the Fees (including the Returnable Fees as specified in the Disbursal Report and invoice for the relevant period) in accordance with the Terms and Conditions.

6.2 As a Payment Institution regulated by the Financial Conduct Authority, We shall hold on client account, reserve funds once the threshold of average Direct Debit transaction value exceeds £400.00 or total monthly Client Collections exceeds £250,000 or if necessary to satisfy risk and thereafter not make any deductions (other than in respect of Fees or Returnable Fees) from the amounts received by it without prior notice to You. Once the noted threshold has been triggered, an agreed percentage between 5%-10% will be deducted from Client Collections for typically six consecutive months and then reviewed or alternatively a commensurate Company instalment arrangement will be agreed to build a reserve fund. Any reserve funds are held in a designated client account. If excessive Direct Debit Indemnity Claims (defined as over 5% of Clients) are received or You commit a breach of this Agreement, We reserve the right to retain Client Collections to mitigate risk exposure to Us and hold on client account.

6.3 As a Payment Institution regulated by the Financial Conduct Authority, We shall hold on client account reserve funds equivalent to a minimum of 25% of the average monthly Client Collections (based on the previous 3 month period prior to any bulk cancellations) to satisfy future indemnity risk for a minimum of six months dependent on the assessment of Our risk exposure should You or We terminate this Agreement or if the Agreement is terminated due to Your breach of it. In the absence of any Client Collections being available for retention, You or the Guarantors shall on demand remit to Us the reserve funds required within seven days of receiving a request by Us.

6.4 If We receive a Client Direct Debit Indemnity Claim or makes an overpayment to You in remitting monies pursuant to clause 5.1.2, We may notify You in writing of the nature and amount of the Direct Debit Indemnity Claim or overpayment as soon as reasonably possible upon becoming aware of it, where You shall either promptly repay to Us the amount of overpayment or (if agreed by Us) have the amount deducted from the subsequent Disbursal Report or be paid by Direct Debit to Us. Returned Direct Debits will incur a further £20 administration charge.

6.5 The Fees in the Statement of Work are fixed for 12 months, thereafter we have the right to increase all Fees not more than once during each 12 month period. For the avoidance of doubt, Fees as set out in each Statement of Work will not be reduced for the Licence Term.

6.6 For any additional charges for optional services and bespoke requirements, please refer to our Tariff guide located www.accesspaysuite.com.

7 LIABILITY

7.1 Further to clause 16 (Limitation of Liability) of the Terms and Conditions:

7.1.1 We will not be liable to You for missing payment collection dates for Documents or data not received in the format specified by Us,

prior to the Industry best practice BACS cut-off times of a minimum of 10 Business Days for new or reinstated direct debits and a minimum of 5 business days for direct debit collections (unless alternative BACS cut-off times have been previously agreed), or at all.

7.1.2 You acknowledge that:

7.1.2.1 the uptime of Our BACS Software and S-ftp data transmission suppliers and VOCA who are contracted with BACS to supply the submission network are parts of the Ignite, Evolve and Evolve-Risk Services outside of Our control; and

7.1.2.2 We are providing no warranty or guarantee that the Direct Debit System will be uninterrupted or error free at all times. Accordingly, We shall have no liability to You or to any third party for any failure by banks, financial institutions, Our BACS Software supplier, BACS, VOCA or other applicable industry infrastructure or software suppliers unless the failure results from an act or omission of Us.

8 SUSPENSION AND TERMINATION

8.1 In addition to Our rights in the Terms and Conditions, We may suspend or terminate the Ignite, Evolve and Evolve-Risk Services immediately if You have received during a period of 30 consecutive days Direct Debit Indemnity Claims from more than 5% of all active Clients.

8.2 You may terminate the Ignite, Evolve and Evolve-Risk Services at any time before the end of the Licence Term subject to the payment of an early termination fee, such fee to be equal to the previous three months invoiced by Us prior to any bulk cancellation of Clients. You must pay the early termination fee to Us within 7 days on demand. You acknowledge that the early termination fee is reasonable and proportionate to You terminating the Ignite, Evolve and Evolve-Risk Services before the end of the Term.

9 SAFEGUARDING

9.1 Your Balance will be safeguarded in accordance with the Payment Services Regulations 2017.

9.2 We have sole discretion over the establishment and maintenance of any pooled account holding your Balance . Funds associated with Your facility managed direct debit service account will be held in a separate account from Our corporate funds. We will not use Your funds for Our corporate purposes (including the granting of any security or similar interest), will not voluntarily make Your funds available to Our creditors in the event of bankruptcy or for any other purpose and will not knowingly permit Our creditors to retrieve Your funds.

9.3 You will not receive interest or any other earnings on any funds that We handle for You.

Appendix 1 – Service Level Agreement (SLA)

The SLA schedule forms part of this Agreement and outlines the minimum acceptable service to You.

1 OUR NORMAL SERVICE SUPPORT HOURS

1.1 Normal telephone business support hours for You are 9.00 am to 5.00 pm Monday through Friday excluding Public Holidays on 01206 675847. Special arrangements may apply to Easter, Christmas and New Year periods at Our discretion.

1.2 Pre-booked consultancy and training at Your head office or on site is available at an hourly rate premium of £75.00 plus applicable travel expenses.

2 OUR SERVICE RESPONSIBILITIES

2.1 Provide You with Direct Debit facilities in accordance with The Direct Debit Scheme as mandated by BACS.

2.2 Provide and maintain The Direct Debit System or secure FTP enabling You to submit daily transaction details through Our secure server. We are not responsible for the maintenance of Your servers or management of Your computers.

2.3 In accordance with The Direct Debit Scheme, We will set up Direct Debits and send Direct Debit Advance Notice emails or letters to clients (unless otherwise agreed).

2.4 For the purposes of determining whether Clients have paid, for managing and reconciling client records and performing other direct debit management tasks, You can access various reports via the Direct Debit System or BACS Payment Services' web portal.

2.5 Provide backup support at levels deemed reasonable during normal service hours. Outside of these service hours, You should log any issue on Our voicemail system on 01206 675847 and by email to support@accesspaysuite.com and We will endeavour to solve or begin addressing the matter within 48 hours.

3 OUR SCOPE OF SERVICES

3.1 We are Your main point of contact for Direct Debit related queries.

3.2 If We are unable to remedy a problem (either under a Customer Success Plan or otherwise), then We will work with the appropriate outside vendor until a resolution is reached at their own expense. If the problem is not part of Our Services noted above or occurs as a result of Your servers or system, then You understand that additional expenses may be incurred when an outside vendor is brought in to solve a problem and agree to reimburse Us for any such expense plus a 10% management fee. You reserve the right to resolve Your own problem instead.

4 STANDARDS OF PROFESSIONAL CONDUCT

4.1 We agree to treat You and Your employees with respect at all times, especially during times of business crises. In return, We expect the same treatment from You and Your employees for Our employees, contractors or vendors.

5 PEAK DEMAND PERIODS

5.1 You recognise that Our employees and contractors are not full-time employees of Your business and at no time should be treated as such.

5.2 We will make all reasonable efforts to respond to Your needs within the time frames stated above, save for where You have a Customer Success Plan in which case we will provide support services to You in accordance with the customer success plan selected by You.

5.3 You understand that there may be occasional times of peak demand when We are forced to make extremely difficult decisions and triage Your needs according to the severity of business impact.

6 LOSS OF SERVICE

6.1 You recognise that We make every attempt to select the most reliable systems. The SLA is based on Us making all reasonable efforts to keep the Direct Debit System up and running efficiently and cost-effectively and We can guarantee 99.5% availability excluding planned maintenance.

Appendix 2 – Direct Debit Facilities and Code of Practice

For the set up and processing of Direct Debits using the Direct Debit System, all Your staff, employees, agents and any other authorised company personnel are required to adhere the following Code of Practice. Failure to do so may result in the revocation of the Services.

1. You must adhere to The Service User Guide & Rules to the Direct Debit Scheme.

2. If You plan to setup Paperless Direct Debit instructions, the BACS compliant telephone script and/or online DD Setup website provided by Us and must be adhered to and operate in accordance with the Direct Debit Scheme.

3. You must have an acceptable refund policy stated within Your You charter and operate according to its applicable industry standards.Your You charter and Your Terms and Conditions must be submitted to Us to place in Our internal file designated to Your business.

4. You accept that Clients have statutory rights under the terms of the Direct Debit Scheme and the Direct Debit Guarantee and agree to abide by these terms, including repayment to Us for any direct debit indemnity claims submitted by Clients and refunded by Us as mandated under the Direct Debit Guarantee.

SCHEDULE 4

ACCESS PAYSUITE ACCELERATE

These Product Specific Terms apply to the Access PaySuite Accelerate Service. This service is provided to You by Access PaySuite Limited.

1 RELATIONSHIP WITH THE TERMS AND CONDITIONS AND DEFINITIONS

1.1 These Product Specific Terms add to and form part of the Agreement.

1.2 Capitalised terms used in these Product Specific Terms which are not defined in these Product Specific Terms have the meanings given to

them in the Terms and Conditions.

1.3 The following clauses of Schedule 1 Core Terms shall not apply to the provision of the Access PaySuite Accelerate Service and these Product

Specific Terms, namely: Clauses 3; 4.4.2; 9; 10; 11.1; 11.2; 12, 15.5, 19.7, 18. In addition, clause 4.3 in Schedule 1, Core Terms shall have words added to the end of the clause and for the purposes of these Product Specific Terms shall read: “You must only submit, to Us, or via an Access Payment Product, payment data and/or payment instructions directly from Your own personnel and systems, save for where You are using an approved third party application programming interface (API).

1.4 In these Product Specific Terms the following definitions apply:

Accelerate Our service simplifies Direct Debit payments for businesses by managing all aspects—from submission to report

processing—using our own Service User Number. This ensures efficient payment collection through the BACS system, allowing you to focus on your business without the hassle of payment management complexities.

BACS Approved Bureau means, as authorised by BACS, a company which has been approved to provide DD related services and submit

BACS files on behalf of direct debit originators for commercial purposes.

Client means any person or business to whom You sell goods or services and who elects to pay their account by direct

debit, cheque, credit card or other method allowable by Us.

Client Account means the designated bank account used for Client Collections.

Client Collections means payments made by the Clients for goods or services provided by You pertaining to the Documents.

Client Information means all leaflets, information, forms and literature, relating to the Services including the use only of BACS

approved direct debit mandates and direct debit communications.

Direct Debit Indemnity means a refund request made by a Client under the Direct Debit Guarantee.

Claims

Direct Debit Scheme means the BACS Direct Debit Scheme.

Direct Debit System means the “Access PaySuite You Manager” direct debit management system provided by Us to You to setup

Clients and perform related payment management tasks.

Documents means any forms or documents (supplied in whatever medium) to be completed by You and provided by Us to

You in connection with the Direct Debit Services, including without limitation, direct debit mandates for completion by Clients.

Accelerate Services means the provision of direct debit related services acting as a BACS Approved Bureau by Access PaySuite

Limited on Your behalf.

Returnable Fees means Client Collections previously disbursed to You but during a future reconciliation period have had a direct

debit indemnity claim applied against the direct debit under BACS Rules.

Transaction Summary means Client payment information reports including Client Collections made available by Us to You electronically via

Reports the Direct Debit System, API or other means.

2 TERM

2.1 This Agreement for the Accelerate Services shall come into force on the Effective Date of the relevant Statement of Work and shall remain in

force (subject to the terms of the Agreement) for a 12 month period from that Effective Date and thereafter until terminated by either party giving to the other not less than three months prior written notice such notice to take effect after the end of the Licence Term.

2.2 Either party may terminate this Agreement with 15 days’ notice in the event of Our sponsorship being withdrawn under the BACS Rules.

3 APPOINTMENT AS BACS APPROVED BUREAU

3.1 You hereby appoint Access PaySuite Limited as a BACS Approved Bureau to deliver the provision of the Accelerate Services for the period

referred to in clause 2 and We agree to provide the Accelerate Services subject to the terms and conditions of this Agreement.

4 YOUR OBLIGATIONS

4.1 You shall:

4.1.1 promptly bring to the Client's notice any Client Information issued by Us from time to time;

4.1.2 supply to Us all Documents properly completed or input Documents into the Direct Debit System in accordance with Our instructions

and deadlines in sufficient time to enable Us to supply the Accelerate Services in accordance with the BACS Rules;

4.1.3 allow Us direct contact with and access to the Clients, where strictly necessary, in order to supply the Accelerate Services or

investigate complaints and other matters;

4.1.4 co-operate with Us in all matters relating to the Accelerate Services;

4.1.5 ensure at all times You have the right to pass to Us any information required to be passed to Us under this Agreement and that You

are registered under the Data Protection (Charges and Information) Regulations 2018.

4.1.6 as soon as reasonably practicable, notify Us of any variations in or amendments to a Client's details contained in Documents

previously supplied to Us and as soon as reasonably practicable notify Us of any changes in the amounts payable by Clients, (including for the avoidance of doubt, any cancellations by a Client);

4.1.7 if expressly agreed in writing with You, allow Us to publish Your name and logo on Our website,

4.1.8 keep any password and/or log-in details safe and secure and ensure they are used only by the nominated user;

4.1.9 not allow anyone else other than the relevant authorised user, access to the Direct Debit System;

4.1.10 as soon as reasonably practicable, notify Us of any intended or agreed transfer of any Client's direct debits to another supplier and

undertake to facilitate any such transition of Client direct debits in accordance with the BACS Rules governing a transfer; and

4.1.11 be responsible for adhering to its sponsoring banks' agreed transaction and file limits for direct debits and BACS credits.

4.2 You acknowledge that Our ability to provide the Services is contingent on You complying with Your obligations set out in this clause. Accordingly, We shall have no liability to You or to any third party if We are unable to perform any of its obligations under this Agreement or the Services as a result of You having failed to comply with its obligations set out in this clause 4.

4.3 You shall at all times comply with the Appendices to these Product Specific Terms.

5 OUR OBLIGATIONS

5.1 We shall:

5.1.1 subject to being provided with all Documents, and to Your compliance with Your obligations under this Agreement (in particular those

set out in clause 4), duly and punctually perform the Accelerate Services in accordance with Our SLA set out at Appendix 1 to these Product Specific Terms in all material respects;

5.1.2 subject to BACS delays or unforeseen technical issues make available electronically Transaction Summary Reports to You showing

itemised Client Collections;

5.1.3 from time to time supply You with sufficient stock of Documents and Client Information necessary for You to perform its obligations;

and

5.1.4 provide a copy of Our Information Security Master Policy Document on request by You.

5.2 Any dates specified by Us shall be estimates only and time for performance of the Services shall not be of the essence of this Agreement.

5.3 We will comply with all relevant legislation and obtain and/or maintain all relevant accreditations.

5.4 We shall at all times comply with the Appendices to these Product Specific Terms.

6 FEES

6.1 You shall pay the Fees in accordance with the Terms and Conditions.

6.2 As detailed in the Terms and Conditions, VAT shall be payable on the Fees at the then prevailing rate. For the avoidance of doubt VAT will not be levied or deducted in relation to the Client Collections collected by Us pursuant to this Agreement.

6.3 The Fees are set out in the Statement of Work and are payable in accordance with the Terms and Conditions.

6.4 For any additional charges for optional services and bespoke requirements, please refer to our Tariff guide located www.accesspaysuite.com.

7 LIABILITY

7.1 Further to clause 16 (Limitation of Liability) of the Terms and Conditions:

7.1.1 We will not be liable to You for missing payment collection dates for Documents or data not received in the format specified by Us,

prior to the Industry best practice BACS cut-off times of a minimum of 10 Business Days for new or reinstated direct debits and a minimum of 5 business days for direct debit collections (unless alternative BACS cut-off times have been previously agreed), or at all.

7.1.2 You acknowledge that:

7.1.2.1 the uptime of Our BACS Software and S-ftp data transmission suppliers and VOCA who are contracted with BACS to supply the submission network are parts of the Accelerate Services outside of Our control; and

7.1.2.2 We are providing no warranty or guarantee that the Direct Debit System will be uninterrupted or error free at all times. Accordingly, We shall have no liability to You or to any third party for any failure by banks, financial institutions, Our BACS Software supplier, BACS, VOCA or other applicable industry infrastructure or software suppliers unless the failure results from an act or omission of Us.

8 SUSPENSION AND TERMINATION

8.1 In addition to Our rights in the Terms and Conditions, We may suspend or terminate the Accelerate Services immediately if You have received during a period of 30 consecutive days Direct Debit Indemnity Claims from more than 5% of all active Clients.

8.2 You may terminate the Accelerate Services at any time before the end of the Licence Term subject to the payment of an early termination fee, such fee to be equal to the previous three months invoiced by Us prior to any bulk cancellation of Clients. You must pay the early termination fee to Us within 7 days on demand. You acknowledge that the early termination fee is reasonable and proportionate to You terminating the Accelerate Services before the end of the License Term.

8.3 In the event of termination for any reason, You must unlink Our designated BACS Approved Bureau number linked to your Service User Number.

Appendix 1 – Service Level Agreement (SLA)

The SLA schedule forms part of this Agreement and outlines the minimum acceptable service to You.

1 OUR NORMAL SERVICE SUPPORT HOURS

1.1 Normal telephone business support hours for You are 9.00 am to 5.00 pm Monday through Friday excluding Public Holidays on 01206 675847. Special arrangements may apply to Easter, Christmas and New Year periods at Our discretion.

1.2 Pre-booked consultancy and training at Your head office or on site is available at an hourly rate premium of £75.00 plus applicable travel expenses.

2 OUR SERVICE RESPONSIBILITIES

2.1 Provide You with Direct Debit facilities in accordance with the Direct Debit Scheme as mandated by BACS.

2.2 Provide and maintain The Direct Debit System or secure FTP enabling You to submit daily transaction details through Our secure server. We are not responsible for the maintenance of Your servers or management of Your computers.

2.3 In accordance with The Direct Debit Scheme, We will set up Direct Debits and send Direct Debit Advance Notice emails or letters to clients (unless otherwise agreed).

2.4 For the purposes of determining whether Clients have paid, for managing and reconciling client records and performing other direct debit management tasks, You can access various reports via the Direct Debit System or BACS Payment Services' web portal.

2.5 Provide backup support at levels deemed reasonable during normal service hours. Outside of these service hours, You should log any issue on Our voicemail system on 01206 675847 and by email to support@accesspaysuite.com and We will endeavour to solve or begin addressing the matter within 48 hours.

3 OUR SCOPE OF SERVICES

3.1 We are Your main point of contact for Direct Debit related queries.

3.2 If We are unable to remedy a problem, then We will work with the appropriate outside vendor until a resolution is reached at their own expense. If the problem is not part of Our Services noted above or occurs as a result of Your servers or system, then You understand that additional expenses may be incurred when an outside vendor is brought in to solve a problem and agree to reimburse Us for any such expense plus a 10% management fee. You reserve the right to resolve Your own problem instead.

4 STANDARDS OF PROFESSIONAL CONDUCT

4.1 We agree to treat You and Your employees with respect at all times, especially during times of business crises. In return, We expects the same treatment from You and Your employees for Our employees, contractors or vendors.

5 PEAK DEMAND PERIODS

5.1 You recognise that Our employees and contractors are not full-time employees of Your business and at no time should be treated as such.

5.2 We will make all reasonable efforts to respond to Your needs within the time frames stated above save for where You have a Customer Success Plan in which case we will provide support services to You in accordance with the customer success plan selected by You.

5.3 You understand that there may be occasional times of peak demand when We are forced to make extremely difficult decisions and triage Your needs according to the severity of business impact.

6 LOSS OF SERVICE

6.1 You recognise that We make every attempt to select the most reliable systems. The SLA is based on Us making all reasonable efforts to keep the Direct Debit System up and running efficiently and cost-effectively and We can guarantee 99.5% availability excluding planned maintenance.

Appendix 2 – Direct Debit Facilities and Code of Practice

For the set up and processing of Direct Debits using the Direct Debit System, all Your staff, employees, agents and any other authorised company personnel are required to adhere the following Code of Practice. Failure to do so may result in the revocation of the Services.

1. You must adhere to The BACS Service User Guide & Rules to the Direct Debit Scheme.

2. If You plan to setup Paperless Direct Debit instructions, the compliant telephone script and/or online DD Setup templates as agreed with Your sponsoring bank and must be adhered to and operate in accordance with the Direct Debit Scheme.

3. You must have an acceptable refund policy stated within Your You charter and operate according to its applicable industry standards. Your You charter and Your Terms and Conditions must be submitted to Us to place in Our internal file designated to Your business.

4. You accept that Clients have statutory rights under the terms of the Direct Debit Scheme and the Direct Debit Guarantee and agree to abide by these terms, specifically including when Clients make direct debit indemnity claims.

SCHEDULE 5

ACCESS PAYSUITE E-DIRECT DEBIT

These Product Specific Terms apply to the eDirect Debit online paperless direct debit service. This service is provided to You by Access PaySuite Limited.

1. RELATIONSHIP WITH THE TERMS AND CONDITIONS AND DEFINITIONS

1.1 These Product Specific Terms add to and form part of the Agreement.

1.2 Capitalised terms used in these Product Specific Terms which are not defined in these Product Specific Terms have the meanings given to

them in the Terms and Conditions.

1.3 In these Product Specific Terms the following definitions apply:

Administration Websites the administration area made available to You for the viewing and downloading of Paperless Direct Debits;

Advance Notice the BACS required advance notice given to the User by email or post setting out the date of collection and

amount of the Direct Debit;

AUDDIS the Bacs service for the lodgment of electronic Instructions;

Bank means the banks and/or building societies of the Payers from which the Users' Direct Debits will be paid;

Data all names and/or other details of Users in whatever form supplied to or held by Us;

Direct Debit the collection of an agreed amount from a User's Bank by a Service User;

Direct Debit Managed the direct debit managed service agreement entered into between the Parties on or around the date of this

Service Agreement Agreement;

eDirect Debit Services easy online and paperless way to sign up direct debits. BACS compliant. Only available to customers contracted

for a Access PaySuite Core Direct Debit Products Ignite, Evolve and Enhance. Further details contained in clause 2;

eDirect Debit System or EDD the online Internet Direct Debit enrolment facility provided by Us; System

Gift Aid gift aid declaration as determined from time to time by HMRC;

Good Practice in relation to any activity and under any circumstance, the exercise of such skill, diligence, prudence, experience, expertise, foresight and judgment as would be expected from a skilled and experienced person complying with the Applicable Laws under the same or similar circumstances;

HMRC His Majesty's Revenue and Customs;

Instruction the electronic instructions from a Service User to the User's Bank to set up a Direct Debit payable to You;

Lookup the automatic population of a User's address by postcode and/or a bank account validation using as described

in more detail in clause 4.1.3;

PDD or Paperless Direct means an online record that includes the name, contact details, bank details and direct debit details for an

Debit individual that has agreed to setup a Direct Debit in Your favour;

Loqate GBG means GB Group plc trading as Loqate GBG (company number 2415211), the Sub-contractor used to verify

bank and post address lookups;

Access EDD Database means the database of Users created by or on behalf of Us as a result of the provision of the eDirect Debit

Services;

Access EDD Website the website maintained by Us for the provision of the eDirect Debit Services;

Service User a service user who issues Instructions and is sponsored by a bank or building society to process Direct Debits;

Sponsoring Bank any financial institution that is legally entitled to authorise Users to use BACS;

Sub-contractors any of the legal entities with which We contract from time to time to provide elements of the eDirect Debit

Services on behalf of Us;

Users individuals who have agreed to setup a Direct Debit in Your favour using the EDD System;

2. TERM

2.1 This Agreement for EDirect Debit Services shall come into force on the Effective Date of the relevant Statement of Work and shall remain in force (subject to the terms of the Agreement) for a 12 month period from that Effective Date and thereafter until terminated by either party giving to the other not less than three months prior written notice such notice to take effect after the end of the Licence Term.

3. YOUR OBLIGATIONS

3.1 You must be, and must remain at all times during the continuance of this Agreement, a Service User who has been accepted to use AUDDIS

by BACS (a "BACS Approved Service User"). If You are not a BACS Approved Service User, We will use reasonable endeavours to assist You in becoming a BACS Approved Service User. However, unless and until You are a BACS Approved Service User, the Access EDD Website will not be made available to You. If You lose Your status as a BACS Approved Service User, You must immediately inform Us of that fact and We may (at Our option and subject to clause 16, Schedule 1 of the Terms and Conditions without liability to You) immediately terminate or suspend the provision of the eDirect Debit Services without notice to You.

3.2 You must be, and must remain at all times during the continuance of this Agreement, approved for PDD by Your Sponsoring Bank. If Youare

not approved for PDD, We will use reasonable endeavours to assist You in obtaining approval for PDD from Your Sponsoring Bank. However, unless and until You are approved for PDD by Your Sponsoring Bank, the Access EDD Website will not be made available to You. If You lose Your status as being approved for PDD by Your Sponsoring Bank, You must immediately inform Us of that fact and We may(at Our option and

subject to clause 16, Schedule 1 to these Terms and Conditions, without liability to You) immediately terminate or suspendthe provision of the eDirect Debit Services without notice to You.

3.3 You will need to provide the following information to be able to use the eDirect Debit Service:

3.3.1 the Service User number, name and address;

3.3.2 Your email address and telephone number as it is to appear on the Advance Notice;

3.3.3 Your contact details as they are to appear on the final confirmation page of the Access EDD Website;

3.4 You shall ensure the suitability of Gift Aid and that the wording used in relation to Gift Aid that You provide to Us is in a form approved by

HMRC.

3.5 The Access EDD Website has been developed in line with the BACS Rules and has a high degree of customisation. In the unlikely circumstance

Your Sponsoring Bank rejects the Access EDD Website and requests changes which, acting reasonably and in good faith, We are unable or unwilling to make, We reserves the right to immediately terminate this Agreement on written notice without any further liability (subject to clause

16 of Schedule 1 to these Terms and Conditions) to You.

3.6 Following a User's completion of an Instruction on the Access EDD Website, You shall have sole responsibility for downloading and processing

the Data. If You wish Us to process the Direct Debits following a User's submission of a completed Instruction via the Access EDD Website, the details of Our services in this regard shall be as set out in the Direct Debit Managed Service Agreement.

3.7 You agree that the records maintained by Us of the Instructions and transactions effected by Us in connection with the Direct Debit Services

shall, in the absence of manifest error, be conclusive proof of such Instructions and transactions and their respective constituents and the times at which they were sent, received or effected.

3.8 Observe the BACS Rules throughout the term of this Agreement and seek authorisation and approval of the eDD pages with Your Sponsoring

Bank

3.9 You shall not knowingly do anything to bring Us into disrepute.

4. OUR OBLIGATIONS

4.1 We shall:

4.1.1 provide a secure hosting infrastructure for the Access EDD Website that enables Users to complete Instructions online without the need for the User completing any paper forms; and

4.1.2 ensure the Access EDD Website will display online PDD forms branded with Your name and logo (such branding being agreed between the parties in writing before the PDD form is displayed). In addition, the Access EDD Website will validate the bank sort code and account number as provided by the User on a real time basis using Loqate GBG. If the bank sort code details are deemed to be incorrect, the User will be prompted to re-check the details and either correct his entry or confirm that the details being rejected by the Access EDD Website are correct and should be accepted;

4.1.3 provide You with the option to use Lookup to obtain a postal address on a real time basis using Loqate GBG. This facility automatically populates the address section of the PDD form (in real time) following the User's entry of the User's postcode, ensuring that the User's address details are correct and complete (provided that the postcode supplied by the User is accurate). Alternatively, Users will be required to complete the address fields manually;

4.1.4 send an email to all Users who submit a PDD form on the Access EDD Website. The email will be sent automatically after completion of the PDD form to the email address provided by the User. We do not guarantee the successful delivery of any emails and, subject to clause 16, Schedule 1 of these Terms and Conditions, We shall not be responsible or liable for any losses, costs or expenses incurred by You or a User as a result of a delay in or failure to send an email;

4.1.5 following completion of the Instruction by a User, We shall store the User's Data in the Access EDD Database. If We are responsible for processing the Direct Debit on Your behalf pursuant to a Direct Debit Managed Services Agreement, We will download and import the Data into the Access EDD Database to setup the Direct Debit on Your behalf in accordance with the terms of such Direct Debit Managed Services Agreement. We shall set up the Direct Debit within three Business Days following the date the User correctly completed the Instruction;

4.1.6 subject to the terms of this Agreement, make the Data available for export to You. We will supply You with a secure login to access and download the Instructions via a SSL connection which will secure and encrypt the Data; and

4.1.7 process the Data solely in accordance with the terms of this Agreement (including Appendix 1) and for no other purpose;

4.1.8 observe the BACS Rules throughout the term of this Agreement and seek authorisation of all the Paperless Direct Debit scripts however it is ultimately the responsibility of the Service User to ensure these are approved by Your Sponsoring Bank;

4.1.9 if requested by You in writing, ask Users to consider signing Gift Aid authorisations (where appropriate) in Your favour, which shall be in an form provided by You;

4.1.10 use its reasonable endeavours to deal appropriately with all members of the public and deal promptly with any complaints. We shall notify You in writing of any complaints received by it or its Sub-contractors relating to Users or potential Users within 2 Business Days of becoming aware of the complaint and report to You in writing on any action taken or to be taken by Us in respect of a complaint with 5 Business Days of Us becoming aware of the complaint,

4.1.11 not knowingly do anything to bring You into disrepute; and

4.1.12 provide the security and archiving services set out in clauses 8 of this Agreement.

5. FEES

5.1 The Fees are set out in the Statement of Work and are payable in accordance with the Terms and Conditions.

6. SUSPENSION

6.1 You may by giving no less than four weeks' notice in writing instruct Us to temporarily cease providing the eDirect Debit Services from a date

specified by You (the "Suspension Date"). The period of suspension shall be no longer than 60 calendar days. You shall not be entitled to request suspension pursuant to this clause unless You have paid to Us all monies outstanding to Us at the Suspension Date.

6.2 You shall instruct Us to recommence providing the eDirect Debit Services by giving Us four weeks' prior written notice, and We shall use Our

reasonable endeavours to recommence providing the eDirect Debit Services for You on such date, although time shall not be of the essence. If You do not instruct Us to recommence providing the eDirect Debit Services within 30 calendar days of the Suspension Date We shall be entitled to terminate this Agreement immediately on written notice to You. During the period of suspension You must pay the Hosting Fee.

6.3 In addition to Our rights in the Terms and Conditions, We may at any time suspend the eDirect Debit Service if We are unable to provide the eDirect Debit Services as a result of BACS or a third party supplier's software (including any banking software). We will promptly notify You of any such suspension, shall not charge You for the eDirect Debit Services that have been suspended until they are reinstated and shall reinstate the eDirect Debit Services as soon as reasonably practicable.

7. INTELLECTUAL PROPERTY RIGHTS AND DATA PROTECTION

7.1 Further to clause 11 (Intellectual Property Rights and Ownership) of the Terms and Conditions:

7.1.1 All Intellectual Property Rights in and to the logos, banners, text (including the data protection wording, if any, and the wording

referred to in clause 3.3 and 3.4) or other materials provided by You to Us for use on the Access EDD Website or otherwise in respect of the eDirect Debit Services including Data provided to Us by You (the "Your Materials") shall, as between the Parties, remain Your exclusive property.

7.1.2 You grant Us a royalty free, irrevocable and worldwide licence for the duration of the term of this Agreement (with the right to grant sub-licences to Sub-contractors on the same terms as contained in this clause 7.1.1, but excluding the right of Sub-contractors to sub-license) to use Your Materials for the purpose of providing the eDirect Debit Services.

7.1.3 We grant You a royalty free and revocable licence for the duration of the term of this Agreement to: (a) access and use the Access

EDD Website; and (b) access the Access EDD Database in each case solely for the purpose of receiving the eDirect Debit Services.

7.1.4 You warrant and represents to Us that:

7.1.4.1 Your Materials shall comply with all Applicable Laws;

7.1.4.2 Your Materials are and will not be untrue or fraudulent; or

7.1.4.3 Your Materials are and will not be obscene, threatening, menacing, offensive, defamatory, abusive or in breach of

confidence; and

7.1.4.4 use of Your Materials in accordance with the licence granted in clause 7.1.1 above will not infringe the intellectual

property rights of any third party.

8. ACCESSIBILITY AND ARCHIVING OF DATA

8.1 All information and/or data on the Access EDD Website and/or the Access EDD Database is provided on an “as is” basis. Except to the extent required by law, no representations, warranties or terms of any kind are made (or shall be implied by statute or otherwise) in respect of the Access EDD Website, the Access EDD Database or the content, including warranties of satisfactory quality, conformity to contract, accuracy, adequacy, conformity to description or fitness for any particular purpose.

8.2 Subject to clause 8.1.2, neither We nor any of Our Sub-contractors or affiliates gives any warranty or guarantee:

8.2.1 relating to the availability of the Access EDD Website or the Access EDD Database;

8.2.2 that the Access EDD Website or the Access EDD Database and/or operation of them, the content or the server on which the

Access EDD Website and/or the Access EDD Database are available, are error or virus free or free of other harmful components; or

8.2.3 that Your use of the Access EDD Website or the Access EDD Database will be uninterrupted.

9. LIABILITY

9.1 Further to clause 16 (Limitation of Liability) of the Terms and Conditions, We shall have no liability under this Agreement in contract (including pursuant to an indemnity), tort (including negligence), misrepresentation, restitution, breach of statutory duty or otherwise for any losses, claims, liabilities, costs, expenses (including legal fees) and damages of any nature whatsoever and whether or not reasonably foreseeable or avoidable arising because of or in connection with:

9.1.1 the processing of Direct Debits;

9.1.2 the reliability or accuracy of the services offered by and via Loqate GBG, including those referred to in clauses 4.1.2 and 4.1.3;

9.1.3 any errors or omissions in Data supplied by persons other than Us including any error, discrepancy, ambiguity or delay in any

Instruction;

9.1.4 any non-compliance by anyone other than Us (excluding the Sub-contractors) with any Data Protection Legislation;

9.1.5 the wording provided by You in relation to Gift Aid declarations compliance with HMRC's requirements or obtaining HMRC

approvals in relation to Gift Aid or in any other way in relation to the operation of the Gift Aid Scheme including but not limited to the claiming of Gift Aid monies;

9.1.6 the information, wording, banners and logos provided by You pursuant to clauses 3.3.1;

9.1.7 any act, omission or delay by You;

9.1.8 any misuse of the Access EDD Website and/or the Access EDD Database by anyone other than Us; and/or

9.1.9 any downtime (for maintenance purposes or otherwise) of the Access EDD Website and/or the Access EDD Database.

SCHEDULE 6

ACCESS PAYSUITE DIRECT CREDIT

These Product Specific Terms apply to the Access PaySuite Direct Credit Service. This service is provided to You by Access PaySuite Limited.

1 RELATIONSHIP WITH THE TERMS AND CONDITIONS AND DEFINITIONS

1.1 These Product Specific Terms add to and form part of the Agreement.

1.2 Capitalised terms used in these Product Specific Terms which are not defined in these Product Specific Terms have the meanings given to them in

the Terms and Conditions.

1.3 In these Product Specific Terms the following definitions apply:

BACS Approved means, as authorised by BACS, a company which has been approved to provide Direct Credit related services and

Bureau submit Direct Credit Data Files into the Direct Credit Scheme on behalf of Direct Credit Service Users for commercial

purposes.

Beneficiary means any person or business to whom You make a Direct Credit Payment.

Direct Credit is a convenient way to electronically deposit funds directly into bank accounts, making payments quick and hassle-

free and You get to use your own Service User Number (SUN)

Direct Credit Data File a data file submitted in Your capacity as a Direct Credit Service User into the Direct Credit Scheme which is passed

to the Sponsor Bank to process Direct Credit Payments.

Direct Credit Payment the payment of an amount to a Beneficiary's bank account from Your Service User Account using the Direct Credit

Scheme.

Direct Credit Scheme means the BACS Direct Credit Scheme.

Direct Credit Service means an organisation that is sponsored by a Sponsor Bank to submit Direct Credit Data Files into the Direct Credit

User Scheme through a BACS Approved Bureau.

Direct Credit System means the “Access PaySuite You Manager” Direct Credit management system provided by Us to You to submit Direct

Credit Data Files and perform related management tasks.

Documents means any forms or documents (supplied in whatever medium) to be completed by You and provided by Us to You

in connection with the Direct Credit Services.]

Service User Account means Your bank account held with the Sponsor Bank used to make Direct Credit Payments.

Service User Number the number allocated to You by the Sponsor Bank enabling You to access the Direct Credit Scheme as a Direct Credit

Service User.

Sponsor Bank means any BACS participant authorised to sponsor organisations as Service Users to submit data to BACS for

processing.

Transaction Summary means reports detailing Direct Credit Data Files submitted made available by Us to You electronically via the Direct

Reports Credit System, API or other means.

2 TERM

2.1 This Agreement for the Direct Credit Services shall come into force on the Effective Date of the relevant Statement of Work and shall remain in

force (subject to the terms of the Agreement) for a 12 month period from that Effective Date and thereafter until terminated by either party giving to the other not less than three months prior written notice such notice to take effect after the end of the Licence Term.

2.2 Either party may terminate this Agreement with 15 days' notice in the event of Our sponsorship being withdrawn under the BACS Rules.

3 APPOINTMENT AS BACS APPROVED BUREAU

3.1 You hereby appoint Access PaySuite Limited as a BACS Approved Bureau to deliver the provision of the Direct Credit Services for the period

referred to in clause 2 and We agree to provide the Direct Credit Services subject to the terms and conditions of this Agreement.

3.2 You shall be, and remain at all times while We provide You with the Direct Credit Services, a Direct Credit Service User and have a valid Service

User Number.

4 YOUR OBLIGATIONS

4.1 You shall:

4.1.1 provide us with Your Service User Number, name and address;

4.1.2 supply to Us all Documents duly completed, or input Documents into the Direct Credit System pursuant to Our instructions and deadlines, allowing sufficient time for Us to deliver Direct Credit Services in accordance with BACS Rules;

4.1.3 co-operate with Us in all matters relating to the Direct Credit Services;

4.1.4 use the Direct Credit System and submit Direct Credit Data Files in accordance with the Operating Instructions;

4.1.5 be responsible for the completeness and accuracy of the information You provide to be submitted in Direct Credit Data Files;

4.1.6 ensure at all times You have the right to pass to Us any information required to be passed to Us under this Agreement and that You are

registered under the Data Protection (Charges and Information) Regulations 2018;

4.1.7 as soon as reasonably practicable, notify Us of any variations in or amendments to details contained in Documents previously supplied

to Us;

4.1.8 if expressly agreed in writing with You, allow Us to publish Your name and logo on Our website,

4.1.9 keep any password and/or log-in details safe and secure and ensure they are used only by the nominated user;

4.1.10 not allow anyone else other than the relevant authorised user, access to the Direct Credit System; and

4.1.11 be responsible for adhering to its Sponsor Bank's agreed transaction and file limits for Direct Credit Data Files.

4.2 You acknowledge that Our ability to provide the Services is contingent on You being a Direct Credit Service User and complying with Your obligations set out in this clause 4. Accordingly, We shall have no liability to You or to any third party if We are unable to perform any of its obligations under this Agreement or the Services as a result of You not being a Direct Credit Service User, having your Service User Number suspended or cancelled for any reason or failing to comply with Your obligations set out in this clause 4.

4.3 You shall at all times comply with the Appendices to these Product Specific Terms.

5 OUR OBLIGATIONS

5.1 We shall:

5.1.1 subject to being provided with all information we request in order to provide the Direct Credit Services to You, including Your Service User Number, name and address, and to Your compliance with Your obligations under this Agreement (in particular those set out in clause 4), duly and punctually perform the Direct Credit Services in accordance with Our SLA set out at Appendix 1 to these Product Specific Terms in all material respects;

5.1.2 subject to BACS delays or unforeseen technical issues make available electronically Transaction Summary Reports to You;

5.1.3 provide a copy of Our Information Security Master Policy Document on request by You.

5.2 Any dates specified by Us shall be estimates only and time for performance of the Services shall not be of the essence of this Agreement.

5.3 We will comply with all relevant legislation and obtain and/or maintain all relevant accreditations.

5.4 We shall at all times comply with the Appendices to these Product Specific Terms.

6 FEES

6.1 You shall pay the Fees in accordance with the Terms and Conditions.

6.2 As detailed in the Terms and Conditions, VAT shall be payable on the Fees at the then prevailing rate.

6.3 The Fees in the Statement of Work are fixed for 12 months, thereafter we have the right to increase all Fees not more than once during each 12 month period. For the avoidance of doubt, Fees as set out in each Statement of Work will not be reduced for the Licence Term.

6.4 For any additional charges for optional services and bespoke requirements, please refer to our Tariff guide located www.accesspaysuite.com.

7 LIABILITY

7.1 Further to clause 16 (Limitation of Liability) of the Terms and Conditions:

7.1.1 We will not be liable to You for any Losses arising as a result of or in connection with:

7.1.1.1 Your failure to submit Direct Credit Data Files by any applicable cut-off dates we notify you of; or

7.1.1.2 You providing incomplete or inaccurate information in Direct Credit Data Files.

7.1.2 You acknowledge that:

7.1.2.1 the uptime of Our BACS software and S-ftp data transmission suppliers and Vocalink who are contracted with BACS to supply the submission network are parts of the Direct Credit Services outside of Our control;

7.1.2.2 We are providing no warranty or guarantee that the Direct Credit System will be uninterrupted or error free at all times; and

7.1.2.3 the Sponsor Bank is responsible for processing and executing Direct Credit Payments in accordance with the agreement between You and the Sponsor Bank. Accordingly, We shall have no liability to You or to any third party for any failure or delay by the Sponsor Bank, Our BACS software supplier, BACS, Vocalink or other applicable industry infrastructure, software suppliers or financial institutions unless the failure results from an act or omission of Us.

8 SUSPENSION AND TERMINATION

8.1 In addition to Our rights in the Terms and Conditions, We may suspend or terminate the Direct Credit Services immediately if You are no longer a Direct Credit Service User or Your Service User Number is suspended or cancelled for any reason.

8.2 You may terminate the Direct Credit Services at any time before the end of the Licence Term subject to the payment of an early termination fee, such fee to be equal to the previous three months invoiced by Us prior to termination of the Direct Credit Services. You must pay the early termination fee to Us within 7 days on demand. You acknowledge that the early termination fee is reasonable and proportionate to You terminating the Direct Credit Services before the end of the Term.

8.3 In the event of termination for any reason, You must unlink Our designated BACS Approved Bureau number linked to your Service User Number.

Appendix 1 – Service Level Agreement (SLA)

The SLA schedule forms part of this Agreement and outlines the minimum acceptable service to You.

1 OUR NORMAL SERVICE SUPPORT HOURS

1.1 Normal telephone business support hours for You are 9.00 am to 5.00 pm Monday through Friday excluding Public Holidays on 01206 675847.

Special arrangements may apply to Easter, Christmas and New Year periods at Our discretion.

1.2 Pre-booked consultancy and training at Your head office or on site is available at an hourly rate premium of £75.00 plus applicable travel expenses.

2 OUR SERVICE RESPONSIBILITIES

2.1 Provide You with Direct Credit facilities in accordance with the Direct Credit Scheme as mandated by BACS.

2.2 Provide and maintain The Direct Credit System or secure FTP enabling You to submit daily transaction details through Our secure server. We are

not responsible for the maintenance of Your servers or management of Your computers.

2.3 For the purposes of Transaction Summary Reports and performing other Direct Credit management tasks, You can access various reports via the

Direct Credit System or BACS Payment Services' web portal.

2.4 Provide backup support at levels deemed reasonable during normal service hours. Outside of these service hours, You should log any issue on Our

voicemail system on 01206 675847 and by email to support@accesspaysuite.com and We will endeavour to solve or begin addressing the matter within 48 hours.

3 OUR SCOPE OF SERVICES

3.1 We are Your main point of contact for Direct Credit Service related queries. You should contact your Sponsor Bank for any queries relating to Your

Direct Credit Service User status or Your Service User Account.

3.2 If We are unable to remedy a problem, then We will work with the appropriate outside vendor until a resolution is reached at their own expense. If

the problem is not part of Our Services noted above or occurs as a result of Your servers or system, then You understand that additional expenses may be incurred when an outside vendor is brought in to solve a problem and agree to reimburse Us for any such expense plus a 10% management fee. You reserve the right to resolve Your own problem instead.

4 STANDARDS OF PROFESSIONAL CONDUCT

4.1 We agree to treat You and Your employees with respect at all times, especially during times of business crises. In return, We expects the same

treatment from You and Your employees for Our employees, contractors or vendors.

5 PEAK DEMAND PERIODS

5.1 You recognise that Our employees and contractors are not full-time employees of Your business and at no time should be treated as such.

5.2 We will make all reasonable efforts to respond to Your needs within the time frames stated above, above save for where You have a Customer

Success Plan in which case we will provide support services to You in accordance with the customer success plan selected by You.

5.3 You understand that there may be occasional times of peak demand when We are forced to make extremely difficult decisions and triage Your

needs according to the severity of business impact.

6 LOSS OF SERVICE

6.1 You recognise that We make every attempt to select the most reliable systems. The SLA is based on Us making all reasonable efforts to keep the

Direct Credit System up and running efficiently and cost-effectively and We can guarantee 99.5% availability excluding planned maintenance.

Appendix 2 – Direct Debit Facilities and Code of Practice

For the preparation and submission of Direct Credit Data Files using the Direct Credit System, all Your staff, employees, agents and any other authorised company personnel are required to adhere the following Code of Practice. Failure to do so may result in the revocation of the Services.

1. You must adhere to The BACS Service User Guide & Rules to the BACS Direct Credit Scheme.

SCHEDULE 7

ACCESS PAYSUITE FASTER PAYMENTS (PRE-FUNDED)

These terms apply to Access PaySuite Direct Faster Payments (pre-funded), which uses the Faster Payments Service. Faster payments (pre-funded) are real-time or near-real-time payment systems where transactions are settled immediately using funds pre-deposited in central accounts. This service is provided to You by Pay.UK. Access PaySuite Limited provides this service to you.

1. RELATIONSHIP WITH THE TERMS AND CONDITIONS AND DEFINITIONS

1.1. These Product Specific Terms add to and form part of the Agreement.

1.2. Capitalised terms used in these Product Specific Terms which are not defined in these Product Specific Terms have the meanings given to them in the Terms and Conditions.

1.3. The following clauses of Schedule 1 Core Terms shall not apply to the provision of the Access PaySuite Faster Payments and these Product Specific Terms, namely: Clauses 3; 4.4.2; 9; 10; 11.1.1; 11.1.2; 12, 15.5, 19.7, 18.

1.4. In these Product Specific Terms the following definitions apply:

Beneficiary means any person or business to whom You make a Faster Payment;

Client Account means the designated ring-fenced bank account used for sending Faster Payments to the Beneficiary;

Faster Payments Faster Payments is a system for transferring money electronically between bank accounts in a near real-time manner;

Faster Payment File a data file submitted by You which is passed to the Sponsor Bank to process Faster Payments;

Faster Payments Service Is the service provided by Us to enable us to process Faster Payments from a Faster Payment File provided by You.

Minimum Balance means the minimum cleared funds available in the Client Account which shall never fall below £0.00 and must remain

in Credit at all times.

Pre-Funded Balance means the Client Account within which sufficient cleared funds are held by You to allow Faster Payments to be made

in any given Faster Payment File;

Sponsor Bank means any Faster Payment participant authorised to submit Faster Payments for processing.

Top-Up Method Top-ups must be made via bank transfer, BACS or Faster Payment directly to the Client Account

2. TERM

2.1. Either party may terminate a Statement of Work (and, if applicable, this Agreement) at the end of applicable term (or Initial Term or Further Term as applicable) by giving not less than 90 days' prior Notice to the other. If You are terminating the Agreement, Your notice must also be copied to any email address specified for this purpose, or for notices generally, in the relevant Statement of Work.

3. YOUR OBLIGATIONS

3.1. You shall

3.1.1. co-operate with Us in all matters relating to the Faster Payments service;

3.1.2. use the Faster Payments service and submit Faster Payment Files in accordance with the Operating Instructions;

3.1.3. provide Us with permission for all Faster Payment Files sent for the purpose of the Faster Payments service;

3.1.4. be responsible for the completeness and accuracy of the information You provide to be submitted in the Faster Payment files;

3.1.5. ensure at all times You have the right to pass to Us any information required to be passed to Us under this Agreement and that You are registered under the Data Protection (Charges and Information) Regulations 2018;

3.1.6. if expressly agreed in writing with You, allow Us to publish Your name and logo on Our website;

3.1.7. keep any password and/or log-in details safe and secure and ensure they are used only by the nominated user;

3.1.8. not allow anyone else other than the relevant authorised user, access to the Faster Payments Service; and

3.1.9. ensure that the Client Account is pre-funded and holds a sufficient Pre-Funded Balance using an appropriate Top-up Method with sufficient cleared funds to cover the total value of payments within the relevant submitted Faster Payment File at least 24 hours before the Faster Payments are scheduled for processing. If the Pre-Funded Balance is inadequate to process the complete file, the affected file(s) will be automatically rejected.

3.2. You acknowledge that Our ability to provide the Faster Payments Service is contingent on You complying with Your obligations set out in this clause

3. Accordingly, We shall have no liability to You or to any third party if We are unable to perform any of its obligations under this Agreement or the Services as a result of You failing to comply with Your obligations set out in this clause 3.

3.3. You acknowledge that the We may hold and use the pre-funded amounts solely to fulfil Faster Payment obligations and that We do not pay interest on pre-funded balances.

4. OUR OBLIGATIONS

4.1. We shall:

4.1.1. Process Faster Payment File(s) within the hours of 9am – 5pm GMT/BST.

4.1.2. subject to being provided with all information we request in order to provide the Faster Payment Services to You, and to Your compliance

with Your obligations under this Agreement (in particular those set out in clause 3), duly and punctually perform the Faster Payment Services in accordance with Our SLA set out at Appendix 1 to these Product Specific Terms in all material respects;

4.1.3. We will deduct the value of each outgoing Faster Payment from the Your Pre-Funded Balance.

4.1.4. subject to Faster Payment delays or unforeseen technical issues make available electronically Transaction Summary Reports to You via

email;

4.1.5. provide a copy of Our Information Security Master Policy Document on request by You.

4.2. Any dates specified by Us shall be estimates only and time for performance of the Services shall not be of the essence of this Agreement.

4.3. We will comply with all relevant legislation and obtain and/or maintain all relevant accreditations.

4.4. We shall at all times comply with the Appendices to these Product Specific Terms.

5. FEES

5.1. You shall pay the Fees in accordance with the Terms and Conditions.

5.2. As detailed in the Terms and Conditions, VAT shall be payable on the Fees at the then prevailing rate.

5.3. The Fees in the Statement of Work are fixed for 12 months, thereafter we have the right to increase all Fees not more than once during each 12 month period. For the avoidance of doubt, Fees as set out in each Statement of Work will not be reduced for the Licence Term.

6. LIABILITY

6.1. Further to clause 16 (Limitation of Liability) of the Terms and Conditions:

6.1.1. We will not be liable to You for any Losses arising as a result of or in connection with:

6.1.1.1. Your failure to submit Faster Payment File(s) by any applicable cut-off dates we notify you of; or

6.1.1.2. You providing incomplete or inaccurate information in Faster Payment File(s).

6.1.2. You acknowledge that:

6.1.2.1. We are providing no warranty or guarantee that the Faster Payments Service will be uninterrupted or error free at all times; and

6.1.2.2. We shall have no liability to You or to any third party for any failure or delay by the Sponsor Bank, Our software supplier, or other applicable industry infrastructure, software suppliers or financial institutions unless the failure results from an act or omission of Us.

7. SUSPENSION AND TERMINATION

7.1. In addition to Our rights in the Terms and Conditions, We may suspend or terminate the Faster Payment Services immediately if there is repeated failure to maintain the Pre-Funded Balance resulting in repeated rejected Faster Payment Files, or failure to maintain the Minimum Balance.

7.2. Upon termination of the agreement, any unused Pre-Funded Balance will be refunded to You within 5 business days after final reconciliation, less any outstanding fees or liabilities.

Appendix 1 – Service Level Agreement (SLA)

The SLA schedule forms part of this Agreement and outlines the minimum acceptable service to You.

1. OUR NORMAL SERVICE SUPPORT HOURS

1.1. Normal telephone business support hours for You are 9.00 am to 5.00 pm Monday through Friday excluding Public Holidays on 01206 675847.

Special arrangements may apply to Easter, Christmas and New Year periods at Our discretion.

1.2. Pre-booked consultancy and training at Your head office or on site is available at an hourly rate premium of £75.00 plus applicable travel expenses.

2. OUR SERVICE RESPONSIBILITIES

2.1. Provide You with Faster Payment Services in accordance with the Faster Payment System administered by PAY.UK.

2.2. Provide and maintain The Faster Payment Service and secure FTP enabling You to submit daily transaction details through Our secure server. We

are not responsible for the maintenance of Your servers or management of Your computers.

2.3. For the purposes of confirmation and reconciliation, We will provide a summary email confirming the status of each transaction in the payment file.

2.4. Provide backup support at levels deemed reasonable during normal service hours. Outside of these service hours, You should log any issue on

Our voicemail system on 01206 675847 and by email to support@accesspaysuite.com and We will endeavour to solve or begin addressing the matter within 48 hours.

2.5. Operating Parameters

Parameter Details

Processing Speed Typically within 30 minutes, though our SLA is to send on the same date as the Faster Payment file is received

Operating Hours 9am – 5pm GMT/BST

Transaction Limits Faster Payment File value must not exceed value of funds in Pre-Funded Balance

Supported Currencies GBP Only Notification Mechanism Email Summary following submission of Faster Payment file into Faster Payment Service

3. OUR SCOPE OF SERVICES

3.1. We are Your main point of contact for Faster Payment Service related queries.

3.2. If We are unable to remedy a problem, then We will work with the appropriate outside vendor until a resolution is reached at their own expense. If

the problem is not part of Our Services noted above or occurs as a result of Your servers or system, then You understand that additional expenses may be incurred when an outside vendor is brought in to solve a problem and agree to reimburse Us for any such expense plus a 10% management fee. You reserve the right to resolve Your own problem instead.

4. STANDARDS OF PROFESSIONAL CONDUCT

4.1. We agree to treat You and Your employees with respect at all times, especially during times of business crises. In return, We expects the same

treatment from You and Your employees for Our employees, contractors or vendors.

5. PEAK DEMAND PERIODS

5.1. You recognise that Our employees and contractors are not full-time employees of Your business and at no time should be treated as such.

5.2. We will make all reasonable efforts to respond to Your needs within the time frames stated above, above save for where You have a Customer

Success Plan in which case we will provide support services to You in accordance with the customer success plan selected by You.

5.3. You understand that there may be occasional times of peak demand when We are forced to make extremely difficult decisions and triage Your

needs according to the severity of business impact.

SCHEDULE 8

ACCESS PAYSUITE PAYMENT GATEWAY

These terms apply to Access PaySuite Payment Gateway, which provides a comprehensive online payment solution that enables businesses to accept card payments, digital wallets, and open banking transactions through customisable payment pages. The Payment Gateway can be seamlessly integrated with your ecommerce platforms or used as standalone payment links, offering flexibility in how you collect payments from your customers. This service is provided to You by Access PaySuite Limited.

1. RELATIONSHIP WITH THE TERMS AND CONDITIONS AND DEFINITIONS

1.1. These Product Specific Terms add to and form part of the Agreement.

1.2. Capitalised terms used in these Product Specific Terms which are not defined in these Product Specific Terms have the meanings given to them

in the Terms and Conditions.

1.3. The following clauses of Schedule 1 Core Terms shall not apply to the provision of the Access PaySuite Payment Gateway and these Product

Specific Terms, namely: Clauses; 9; 10; 11.1.1; 11.1.2; 12, 15.5, 19.7, 18.

1.4. In these Product Specific Terms the following definitions apply:

Acquirer means a financial institution or entity authorised by a Payment Scheme to process card Transactions on behalf of merchants,

including the settlement of funds to the merchant's designated account.

API means the Application Programming Interface software to be used for integration into the Access PaySuite system

for the Services.

Authentication Method means any unique username and/or password combination allocated by Access PaySuite to You from time to time

or any alternative or supplemental authentication method that Access PaySuite may from time to time use or arrange in advance with You.

Open Banking means the framework established under the Payment Services Regulations 2017 and related regulatory standards

that enables authorised third party providers to initiate payments or access account information directly from a Payment User's bank account, with the Payment User's consent.

Payment User means any individual or entity who uses a Payment Scheme to make a payment, including cardholders, bank account

holders, digital wallet users, Buy Now Pay Later customers, and any other person authorising a Transaction.

Payment Data means any information relating to a Payment User, including but not limited to card numbers, card expiry dates, and

other data associated with the Payment Scheme..

PCI DSS means the Payment Card Industry Data Security Standards, as released from time to time by the PCI Security

Standards Council.

Payment Gateway means the technology platform and services provided by Access PaySuite that facilitates payment processing

through various methods including API integration for direct system-to-system connectivity, hosted payment pages for secure payment collection, virtual terminal for manual transaction processing, email payment links (EmailPay), telephone payment processing capabilities, mobile payment solutions, recurring payment and subscription management tools, tokenisation and secure card storage services, transaction reporting and management dashboard, and any other payment facilitation methods or interfaces that Access PaySuite may provide from time to time.

Payment Provider means any third party that facilitates the processing, clearing, settlement or execution of Transactions, including but

not limited to Acquirers, Open Banking providers , buy now pay later providers , digital wallet operators, and any other payment infrastructure provider whose services are connected to the Payment Gateway from time to time.

Solution Provider means a third-party software or services provider that assists You with the integration of the Payment Gateway with

Your systems.

Transaction means any payment processed through the Payment Gateway including those made via payment cards, bank

transfers, digital wallets (such as Apple Pay or Google Pay), Buy Now Pay Later services, Open Banking payments or any other payment method, and includes any related refunds, reversals, authorisations or other operations affecting the relevant payment account.

Transaction Data means transaction and/or personal data relating to any payment facilitated by the Services.

User Guide means the Gateway User Guide and Integration document as provided to You by Access PaySuite and as available

on www.accesspaysuite.com from time to time.

2. TERM

2.1. Either party may terminate a Statement of Work (and, if applicable, this Agreement) at the end of applicable term (or Initial Term or Further Term

as applicable) by giving not less than 90 days' prior Notice to the other. If You are terminating the Agreement, Your notice must also be copied to any email address specified for this purpose, or for notices generally, in the relevant Statement of Work.

3. PAYMENT GATEWAY SERVICES

3.1. We agree to provide to You:

3.1.1. the Payment Gateway Services;

3.1.2. online access to the User Guide supplied or made available by Access PaySuite from time to time relating to the Services and the API.

3.2. Access PaySuite warrants that:

3.2.1. it is entitled to grant the licence for You to use the API; and

3.2.2. the API will (subject to You complying with Your obligations under this Agreement) provide in all material respects access to the functionality relevant to the services specified in your Statement of Work.

3.2.3. In the event of a breach of the terms of this Agreement, You agree that Your sole and exclusive remedy shall be for Access PaySuite to use its reasonable endeavours to correct the non-conformance, including without limitation by replacing or altering the API.

4. YOUR OBLIGATIONS

4.1. 4.1 You acknowledge and accept that You are responsible for properly integrating and maintaining Your systems environment for use with the Services and You have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the data inputted by You in Your use of the Services.

4.2. You shall be responsible for properly completing any Authentication Methods in order to use the Services. Any Authentication Methods may be changed from time to time for Your security, and Access PaySuite will inform You of any such changes in writing.

4.3. You shall:

4.3.1. use all reasonable endeavours to prevent any unauthorised access to or use of the Services and if such access or use occurs, You shall notify Access PaySuite immediately.

4.3.2. perform any obligations specified in this Agreement as Your obligation or Your responsibility.

4.3.3. provide written notice to Access PaySuite of any change of control or proposed change of control of You (within the meaning of section 1124 of the Corporation Tax Act 2010) or of any of Your shareholder(s) who own 10% or more of Your issued share capital.

4.4. You shall not use the Services to process payments for: (i) any illegal activities or products prohibited under Applicable Law; (ii) any goods, services or business activities prohibited by Payment Schemes, including but not limited to weapons, counterfeit goods, illegal drugs, unlicensed gambling, adult content, cryptocurrency trading, high-risk financial services, pyramid schemes, or tobacco products; or (iii) any business that, in Access PaySuite's reasonable opinion, poses excessive fraud, chargeback or reputational risk. You acknowledge that processing payments for prohibited activities may result in immediate suspension or termination of Services and financial penalties from Payment Schemes for which You shall be solely liable.

5. SECURITY AND CONTROL OF TRANSACTIONS

5.1. You are responsible for the installation, operation, maintenance, and security of Your own equipment and software used to benefit from the Payment Gateway Services. You acknowledge that You must put in place appropriate security measures to protect the integrity of Your systems, the Transactions and Your financial interests.

5.2. As part of the security measures, without being limited thereto, You must:

5.2.1. install security patches and activate security configurations on all machines that are connected to the Payment Gateway;

5.2.2. never store any Payment Data or visual cryptograms (such as CVC/CVV), on any type of support, unless You have the appropriate PCI/DSS certification to do so;

5.2.3. protect all passwords and change them regularly, in particular, Your users' passwords as part of the Login Credentials to access the Services;

5.2.4. protect access to all Your servers, applications and technical infrastructure, particularly by means of firewalls, intrusion prevention systems and anti-virus;

5.2.5. implement an internal security policy;

5.2.6. train Your personnel in the correct handling and use of the Payment Gateway at regular intervals, including before the first use thereof;

5.2.7. notify Access PaySuite of any Solution Providers or other third parties engaged by You to process, transmit or store any Payment Data.

5.3. Access PaySuite may, partially or entirely, suspend the provision of the Payment Gateway Service and/or the use and access to the Payment Gateway if, in the reasonable opinion of Access PaySuite, the control and/or security measures implemented by You are inadequate or in case any abnormal or divergent use of the Payment Gateway Service is observed.

5.4. You undertake to set up and apply adequate control measures to verify in a timely manner the proper processing of Transactions, including the settlement of the Transactions.

5.5. You shall be solely responsible for any damage resulting from any breach of Your obligations under this clause 5.

5.6. You shall indemnify and hold Access PaySuite harmless from all losses, costs, fines, penalties and claims (including legal fees) arising from Your breach of any obligation under this clause 5. This includes any Payment Scheme fines, regulatory penalties, data breach costs, fraud losses or third party claims resulting from Your failure to maintain adequate security measures or controls. This indemnity survives termination of this Agreement.

6. FEES

6.1. You shall pay the Fees (including any monthly service fees, transaction fees, and set-up fees) in accordance with the Terms and Conditions and as set out in each Statement of Work. The Fees shall be due and payable on the date of Access PaySuite's invoice. Unless otherwise agreed in writing, Access PaySuite shall commence charging the Fees from the date of the commencement of the Initial Term and in any case, within two months from the Effective Date.

6.2. You agree to complete a Direct Debit mandate (or mandates, as required) to pay the Fees, and any other amount owing to Access PaySuite under this Agreement. You recognise and agree that by completing a Direct Debit mandate, Access PaySuite is authorised to debit the Fees from the relevant payment account(s).

6.3. All Fees and other charges are exclusive of VAT which will be added (if applicable) at the appropriate rate.

7. PCI DSS COMPLIANCE

7.1. Access PaySuite shall maintain PCI DSS compliance for the Payment Gateway Services.

7.2. You acknowledge and agree that:

7.2.1. You must maintain PCI DSS compliance appropriate to Your business type and Transaction volume as required by the Payment Card Industry Security Standards Council;

7.2.2. Access PaySuite may request proof of Your PCI DSS compliance status at any time;

7.2.3. You are responsible for all costs associated with achieving and maintaining Your own PCI DSS compliance;

7.2.4. Failure to maintain appropriate PCI DSS compliance may result in additional fees, suspension of services, or termination of the Agreement;

7.2.5. You must promptly report to Access PaySuite any suspected or confirmed data breaches or security incidents that may affect Payment Data processed through the Payment Gateway Services.

7.3. You shall indemnify and keep Access PaySuite, its directors, officers, employees and agents indemnified in full against all Losses which Access PaySuite may incur or suffer by reason of any default by You under this clause 7 or any breach of the PCI DSS requirements attributable to or caused by You, Your employees, agents or sub-contractors.

8. CONFIDENTIALITY OF PAYMENT INFORMATION

8.1. In addition to the confidentiality provisions in clause 16 of Schedule 1, the following specific provisions apply to the Payment Gateway Services:

8.2. You acknowledge that in the course of providing the Payment Gateway Services, Access PaySuite may have access to sensitive payment information including Payment Data.

8.2.1. Access PaySuite shall:

8.2.1.1. process Payment Data only to the extent necessary to provide the Payment Gateway Services;

8.2.1.2. implement and maintain appropriate technical and organizational measures to protect Payment Data in accordance with PCI DSS requirements.

8.2.1.3. not disclose Payment Data to any third party except as necessary to provide the Payment Gateway Services or as required by law;

8.2.1.4. notify You promptly of any actual or suspected unauthorized access to or disclosure of Payment Data.

8.3. You shall:

8.3.1. only transmit Payment Data to Access PaySuite using secure methods as specified in the User Guide;

8.3.2. not store sensitive authentication data (such as CVC/CVV codes) at any time;

8.3.3. implement appropriate security measures to protect any Payment Data in Your possession or under Your control;

8.3.4. notify Access PaySuite immediately of any suspected or confirmed data breach affecting Payment Data.

8.4. Each party's obligations with respect to Payment Data shall survive termination of the Agreement.

9. TECHNICAL SUPPORT

9.1. In the event of technical problems relating to the Payment Gateway, You can access support at support@accesspaysuite.com and can contact Access PaySuite at 01206 675847.

9.2. Support is provided free of charge under the following conditions:

9.2.1. Your subscription as determined in the Statement of Work does not exclude free of charge support;

9.2.2. You shall have reasonable knowledge of the Payment Gateway Services and shall first have attempted to determine the cause of the problem by using the available Instructions;

9.2.3. the problem has originated from the Payment Gateway Services and not from any other system upstream or downstream in the payments chain or Your infrastructure.

9.3. On request and subject to agreement on scope, Access PaySuite can provide consultancy services or training to support You. The applicable day rate set out in the Statement of Work shall apply to such support.

10. SERVICE SPECIFIC FEATURES

10.1. The Payment Gateway acts as a Virtual Terminal which facilitates You transmitting online Transactions to the Acquirer and includes the following: 10.1.1.the Payment Gateway Platform, providing the infrastructure that enables You to manage the Transaction data and to send such Transaction data to and receive responses from the Acquirer for further processing of the Transaction data;

10.1.2. Transaction reporting including information related to Transactions, fees, refunds;

10.1.3. Dashboard allowing You to view Your transactions in real-time;

10.1.4. Transaction page as a one-stop-view for all transactions;

10.1.5. Reporting capabilities with options to download reports in various formats;

10.1.6. Configuration allowing You to view and amend certain settings;

10.1.7. 3D Secure support for Strong Customer Authentication;

10.1.8. Technical integration support.

10.2. Access PaySuite may update the Payment Gateway from time to time by releasing new versions. You shall thoroughly test the compatibility of such new releases with Your infrastructure and make adaptations to Your systems if necessary. You shall be fully responsible for any costs arising from any changes to Your infrastructure.

11. MISCELLANEOUS

11.1. Access PaySuite has the right to discontinue the availability of a connection between the Payment Gateway and an Acquirer or other third-party service provider at any time and without prior notice in circumstances where: 11.1.1.Access PaySuite would have grounds to suspend the Services pursuant to the Terms and Conditions or where Access PaySuite becomes aware of or suspects any non-compliance with these Terms and Conditions; or 11.1.2.due to a decision by the other third-party service provider (generally or specifically relating to You, e.g. because such third-party service provider terminates its relationship with You or refuses to update its connection to Access PaySuite to accommodate new software releases).

11.2. You shall integrate and use the Payment Gateway in accordance with the Instructions and observing good industry practices. You shall only use the Payment Gateway on Your own behalf and not for any purposes which are not explicitly described in the Statement of Work or foreseen in the Instructions.

11.3. You shall not send (i) any systematic queries to the Payment Gateway to check its availability or (ii) any requests regarding the status of non-existing Transactions or Transactions for which no further processing is possible.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Any and all Intellectual Property Rights in the API and the Payment Gateway Services and related goodwill, know-how and other proprietary rights are and shall remain the absolute exclusive property of Access PaySuite and/or its licensors. For the avoidance of doubt, Access PaySuite reserves the right to grant licences to use the API to third parties and the right to permit third parties to use the Services.

12.2. You shall not acquire any Intellectual Property Rights and/or any goodwill, know-how or any other proprietary rights in any form whatsoever in the API or the Services.

12.3. You shall not use the API, the Services and/or any materials provided to You by Access PaySuite to build a product or services which competes with any of the Services or uses the API, the Services or any materials provided to You by Access PaySuite to provide a product or services which competes with any of the Services to any third party.

13. USE WITH THIRD PARTIES

13.1. If You make use of a Solution Provider, You authorise Access PaySuite to:

13.1.1. provide access to Your Payment Gateway account to such Solution Provider; and

13.1.2. share with the Solution Provider all data and other information required by such Solution Provider.

13.2. You acknowledge that:

13.2.1. Access PaySuite is not responsible for any aspects of Your relationship with the Solution Provider;

13.2.2. You are solely responsible for all aspects of the integration between the Solution Provider's systems and Your systems; 13.2.3.You are responsible for ensuring that any Solution Provider engaged by You complies with all applicable requirements, including PCI DSS;

13.2.4. Access PaySuite has no liability for any acts or omissions of the Solution Provider.

14. FRAUDULENT TRANSACTIONS

14.1. The Parties acknowledge and agree that any fraud prevention tools or solutions offered or provided by Access PaySuite do not guarantee the prevention of fraudulent transactions, nor guarantee that there will be no resulting chargebacks or fines.

14.2. For some payment methods, Transactions can be cancelled by You after they have been Authorised. The final responsibility for accepting or rejecting a Transaction will remain with You. Access PaySuite reserves the right to cancel any Transaction that it has reasonable grounds to suspect to be fraudulent or that involves other criminal activities.

14.3. You acknowledge that Access PaySuite does not underwrite or agree to compensate You for the value of any transaction as a result of any failure or delay in processing of any such transaction pursuant to these Payment Gateway Services.

15. RELATIONSHIP WITH PAYMENT PROVIDERS

15.1. In providing the Payment Gateway Service, Access PaySuite acts as a technical intermediary between You, the Payment Users and the relevant Payment Provider. Subject to Schedule 8 Clause 15.3, Access PaySuite does not at any point hold or process funds related to the Transactions. .You acknowledge that:

15.1.1. The Payment Gateway is designed to connect to one or more Payment Providers;
15.1.2.You must have a valid agreement with the relevant Payment Provider to process Transactions through that Payment Method (for example, a merchant agreement with an Acquirer for card payments, appropriate terms with Open Banking providers such as Tink for account-to- account payments, or merchant agreements with Buy Now Pay Later providers such as Klarna);

15.2. Access PaySuite is not responsible for the actions or omissions of any Payment Provider;

15.3. All Open Banking Transaction funds will be settled by Access PaySuite Ltd. All other Transaction funds will be settled directly by the relevant Payment Provider in accordance with Your agreement with that Payment Provider;

15.4. Access PaySuite shall have no liability for any incorrect execution of the Transactions by any Payment Provider;

15.5. Different Payment Methods may have different technical requirements, settlement timescales, and terms of service which You must comply with;

15.6. Access PaySuite may add or remove Payment Provider connections at any time, subject to reasonable notice where practicable.

16. MONITORING AND SERVICE LEVELS

16.1. Access PaySuite shall monitor the proper functioning of the Payment Gateway on an ongoing basis and shall take reasonable efforts to resolve any technical issues in a timely manner.

16.2. Access PaySuite shall make commercially reasonable efforts to ensure that the Payment Gateway is available 99.5% of the time, excluding scheduled maintenance windows. Access PaySuite shall endeavour to perform scheduled maintenance during off-peak hours and will provide You with advance notice of such maintenance where practicable.

16.3. In the event of service unavailability, Access PaySuite shall make commercially reasonable efforts to restore service as quickly as possible.

16.4. Access PaySuite does not guarantee that the Payment Gateway will be uninterrupted, timely, secure or error-free. Access PaySuite specifically disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

16.5. As part of its monitoring obligations, Access PaySuite may collect and use Transaction data for fraud prevention, regulatory compliance, service improvements and anonymised analytics, and You hereby grant Access PaySuite the right to use such data for these purposes.

17. TERMINATION EFFECTS

17.1. Upon termination or expiration of this Schedule:

17.1.1. You shall immediately cease all use of the Payment Gateway Services;

17.1.2. Access PaySuite shall disable Your access to the Payment Gateway; 17.1.3.Each party shall return or destroy, at the other party's option, all Confidential Information of the other party that it possesses or controls that relates specifically to the Payment Gateway Services;

17.1.4. You shall pay all outstanding fees due to Access PaySuite for the Payment Gateway Services.

17.2. The following provisions shall survive termination: Clauses 7 (PCI DSS Compliance), 8 (Confidentiality of Payment Information), 12 (Intellectual Property Rights), and any other provisions which by their nature should survive termination.

17.3. Termination of this Schedule 8 shall not affect any other Services provided under the Agreement unless explicitly stated in the termination notice.

18. PROHIBITED ACTIVITIES

18.1. You shall not use the Payment Gateway Services for:

18.1.1. Any activity that violates any applicable law, regulation, or the Payment Scheme Rules;

18.1.2. Sale of illegal goods or services;

18.1.3. Sale of counterfeit goods;

18.1.4. Processing transactions for any third-party business or website other than the ones explicitly approved by Access PaySuite;

18.1.5. Any attempt to circumvent or manipulate the Payment Gateway's security features;

18.1.6. Any activity involving money laundering, terrorist financing, or other financial crimes;

18.1.7. Any other activities prohibited by Access PaySuite from time to time.

18.2. Access PaySuite reserves the right to update its list of prohibited activities at any time.

18.3. Access PaySuite may immediately suspend or terminate Your access to the Payment Gateway Services if it reasonably suspects that You are engaged in any prohibited activities.

19. INDEMNITY

19.1. You agree to defend, indemnify and hold harmless Access PaySuite, its affiliates, directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, or expenses, including reasonable attorneys' fees, arising out of or in any way connected with:

19.1.1. Your use of the Payment Gateway Services;

19.1.2. Your breach of any provision of this Schedule or the Agreement;

19.1.3. Your failure to comply with Applicable Laws or Payment Scheme Rules;

19.1.4. Any claim by a third party (including Payment Users) related to Your business, products, or services;

19.1.5. Any Transaction submitted through Your Payment Gateway account.

19.2. The indemnity obligations contained in this Schedule are in addition to any other indemnity obligations contained in the Agreement.

20. UPDATES AND MODIFICATIONS

20.1. Access PaySuite may update or modify the Payment Gateway Services from time to time to improve functionality, security, or compliance with regulations or industry standards. Access PaySuite will endeavor to notify You of significant changes in advance where practicable.

20.2. You acknowledge that You may need to update Your integration or systems following such updates. You are responsible for ensuring the continued compatibility of Your systems with the Payment Gateway Services following any update.

20.3. Access PaySuite reserves the right to discontinue support for outdated versions of the API or other components of the Payment Gateway Services, provided that reasonable notice is given.

21. TRANSACTION PROCESSING AND SETTLEMENT

21.1. Subject to Schedule 8, Clause 15.3 Access PaySuite does not provide payment processing or settlement services as part of the Payment Gateway Services. The processing and settlement of Transactions will be governed by Your separate agreement(s) with the relevant Payment Provider(s) (including but not limited to merchant agreements with Acquirers for card processing, service agreements with Open Banking providers, and merchant terms with Buy Now Pay Later providers).

21.2. You acknowledge that:

21.2.1. The Payment Gateway transmits Transaction data to the relevant Payment Provider but does not guarantee the successful processing or settlement of Transactions by any Payment Provider; 21.2.2.Access PaySuite is not responsible for any delays, errors, or failures in processing or settlement that are caused by any Payment Provider or any other third party; 21.2.3.Access PaySuite is not responsible for any chargebacks, refunds, disputes, or similar claims related to Transactions processed through the Payment Gateway Services, regardless of the Payment Method used; 21.2.4.Different Payment Methods may have different dispute resolution processes, settlement timescales, and liability frameworks which You must understand and comply with under Your agreements with each Payment Provider; 21.2.5.You must maintain all necessary agreements, registrations, and compliance requirements with each Payment Provider whose Payment Methods You wish to use through the Payment Gateway Services.

21.3. You shall be responsible for resolving any disputes with Payment Users regarding Transactions processed through the Payment Gateway Services, in accordance with the rules and procedures of the relevant Payment Provider.

22. DOCUMENTATION AND INTEGRATION

22.1. Access PaySuite will provide You with User Guides and other documentation to assist You in integrating and using the Payment Gateway Services.

22.2. You shall follow the integration instructions provided by Access PaySuite and shall ensure that Your integration with the Payment Gateway Services complies with all requirements specified in the documentation.

22.3. You shall test Your integration with the Payment Gateway Services in a test environment before processing live Transactions.

22.4. Access PaySuite may, at its discretion, provide technical support for the integration process, but You shall remain responsible for ensuring the proper integration of Your systems with the Payment Gateway Services.

23. REPORTING AND RECORD KEEPING

23.1. The Payment Gateway Services include reporting features that allow You to view and download Transaction data and other information related to Your use of the Payment Gateway Services.

23.2. You shall be responsible for maintaining Your own records of Transactions processed through the Payment Gateway Services and for reconciling such records with the reports provided by Access PaySuite.

23.3. 2In the event of any discrepancy between Your records and the reports provided by Access PaySuite, You shall notify Access PaySuite promptly, and the parties shall work together in good faith to resolve the discrepancy.

23.4. Access PaySuite shall retain Transaction data in accordance with its data retention policy and Applicable Laws.

24. DISPUTES AND REFUNDS

24.1. The Payment Gateway Services may include features that enable You to process refunds for Transactions. You shall use such features only for legitimate refunds and shall not abuse or misuse such features.

24.2. You shall be solely responsible for managing disputes with Payment Users regarding Transactions processed through the Payment Gateway Services, including responding to chargebacks, refunds, and other claims.

24.3. You shall cooperate with Access PaySuite in investigating and resolving any disputes or claims related to Transactions processed through the Payment Gateway Services.

24.4. Access PaySuite may, at its discretion, provide information and assistance to help You resolve disputes, but Access PaySuite shall not be responsible for resolving disputes between You and Your customers.

25. AUDIT AND INSPECTION

25.1. Access PaySuite reserves the right to audit Your use of the Payment Gateway Services and Your compliance with this Schedule and the Agreement, including Your compliance with PCI DSS requirements.

25.2. You shall cooperate fully with any such audit and shall provide Access PaySuite with all information and assistance reasonably requested by Access PaySuite in connection with such audit.

25.3. If an audit reveals that You have breached any provision of this Schedule or the Agreement, You shall promptly remedy such breach and shall bear the reasonable costs of the audit.

25.4. Access PaySuite may also be required to cooperate with audits by Payment Schemes, regulators, or other third parties. You shall cooperate with Access PaySuite in connection with any such audit.

26. ENTIRE AGREEMENT

26.1. This Schedule, together with the Agreement and any other applicable Schedules, constitutes the entire agreement between the parties with respect to the Payment Gateway Services and supersedes all prior agreements, understandings, and communications regarding the Payment Gateway Services.

26.2. In the event of any conflict between this Schedule and the Agreement or any other Schedule, this Schedule shall prevail to the extent of the conflict with respect to the Payment Gateway Services.

27. SAFEGUARDING & RESERVES

27.1. The terms of this Clause 27 shall apply where Your Access Payment Products uses Open Banking under this Schedule 8 (only).

27.2. Your Open Banking Balance will be safeguarded in accordance with the Payment Services Regulations 2017.

27.3. In order to facilitate the processing of refunds, You agree that a sufficient balance of Your funds must be held within your Open Banking account, to be defined by Us at onboarding stage and on an ongoing basis, based on Your transactional activity.

27.4. We have sole discretion over the establishment and maintenance of any pooled account holding Your Balance. Funds associated with Your

Open Banking account will be held in a separate account from Our corporate funds. We will not use Your funds for Our corporate purposes (including the granting of any security or similar interest), will not voluntarily make Your funds available to Our creditors in the event of bankruptcy or for any other purpose and will not knowingly permit Our creditors to retrieve Your funds.

27.5. You will not receive interest or any other earnings on any funds that We handle for You.

Appendix 2 - Acceptable Use Policy

Capitalised terms used but not defined in this Acceptable Use Policy have the meaning given in the Core Terms.

This Acceptable Use Policy (the "Policy") sets out rules and requirements for lawful, safe and responsible use of Our Products and Services, including AI Features. By using our Products and Services, you acknowledge that you have read, understood, and agree to comply with this Policy. You are also responsible for any breaches of this Policy by third parties who access the Products and Services through you or your account(s) with us.

Please note that this Policy is incorporated into the terms and conditions or other agreement that you have entered into with us (or an authorised third-party distributor) that governs your use of our Products and Services (as applicable, the "Agreement").

1. GENERAL

This Policy is designed to protect the Products and Services, our networks, infrastructure and other customers from improper, abusive, or illegal activity.

When using Our Products and Services, all users are expected to act in a reasonable and lawful manner, to adhere to commonly accepted industry practices and standards, and not to engage in any activity that causes or is likely to cause harm to individuals, groups, or the general public. The specific prohibited conduct listed below is for illustrative purposes and is not exhaustive.

2. ILLEGAL AND UNETHICAL ACTIVITY

You may not use the Products and Services, or permit Our Products and Services to be used, in any manner that breaches applicable law or regulation or that infringes or misappropriates our rights or the rights of any third party. Without limiting the foregoing, you may not use Our Products and Services to engage in, promote or facilitate activity that involves, or to create, retrieve, store, transmit or distribute content, information, data or other material that contains, as applicable:

2.1 Illegal Activity - breach of any applicable law or regulation (including, where applicable, any tariff, treaty, export control laws or other applicable legal requirements);

2.2 Hateful, Harassing, or Violent Material - hate speech or incitement to hatred against individuals or groups based on race, ethnicity, nationality, religion, gender, sexual orientation, disability, or any other protected characteristic; harassment, bullying, intimidation, or threats of violence against any person; or promotion or glorification of terrorism, violent extremism, or acts of mass violence;

2.3 Harmful or Abusive Material - child sexual abuse material (CSAM) or any material that exploits or endangers minors; material that is obscene, offensive, abusive, menacing, fraudulent, deceptive, or misleading, including phishing schemes or impersonation; or any material designed to facilitate human trafficking, exploitation, or other abuses;

2.4 Intellectual Property Infringement - infringement or misappropriation of the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights;

2.5 Cybercrime and Malicious Activity - viruses, worms, Trojans, ransomware, spyware, or any other malicious software or harmful components; or phishing, social engineering, or other fraudulent schemes;

2.6 Unauthorised Access and Interference - unauthorised access to, interference with, or compromising the normal functioning, operation, or security of, any network, system, account, computing facility, equipment, data, or information, whether ours or belonging to any third party (e.g., denial-of-service attacks); unauthorised probing, scanning, or testing the vulnerability of any network or system, or breaching any security or authentication measures; or interference with the ability of others to access or use the Services or the internet; or

2.7 Spoofing, Spam and Unsolicited Communications - forging of any TCP/IP packet header or any part of an email header or newsgroup posting; or sending of “spam” (i.e., a commercial email sent to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation of receiving email from the sender). All electronic messages sent using the Services must include a valid reply-to address under your control; must not contain missing, malformed, or forged headers; must comply with all applicable laws governing electronic communications; and must allow recipients to opt out of receiving further communications, with any such opt-out request honoured promptly.

3. RESPECTING ACCESS, OUR PARTNERS AND OUR CUSTOMERS

When you use our Products and Services, you must not do so in a manner that harms us, our partners or our other customers. This means you may not:

3.1 Reverse Engineering and Competition - reverse engineer, decompile, disassemble, distill, jailbreak or subject to prompt injection, or otherwise attempt to derive the source code, algorithms, model weights, system prompts, training data, or underlying technology of the Services (or, in the case of AI Features (as defined below), cause them to take unauthorized actions or produce inappropriate output); use the Services, including material outputted by the Services, to develop or improve any technology, product or service that competes with us or with our partners (including, if you use the

AI Features, any technology, product or service that competes with the underlying artificial intelligence models); or systematically extract, collect, or harvest material outputted from the Services for the purpose of creating datasets, benchmarks, or derivative works;

3.2 Bots - Except as authorised by Us, you may not use software, devices, scripts, robots, AI agents, or any other means or processes (including browser plugins, add-ons, or other technology) that scrape, crawl, or otherwise extract data from our Products and Services; that access or use Our Products and Services automatically (including to send or redirect messages); or that circumvent any technical limitations or rate limits imposed on Our Products and Services;

3.3 Billing - attempt to circumvent or alter any method of measuring or billing for our Products and Services; or

3.4 Partner Usage Policies and Standards - breaches the usage policies of any of our partners involved in provision of Our Products and Services to you, or of any third-party networks that Our Products and Services enable you to access, in each case, where such policies have been communicated to you (including the acceptable usage policies of our partners identified in the relevant Product Fact Sheet(s).

3.5 Fair Usage and Security - where you use our Products and Services that make use of shared networks, environments or other infrastructure (such as our cloud hosting Services), make excessive use of that infrastructure or engage in other use thereof that may degrade the performance, availability, or security of the shared environment for other customers; or fail to implement and maintain reasonable security measures on any systems or applications hosted on shared infrastructure, including timely application of security patches and updates.

4. MATERIAL ON THE INTERNET

We do not operate or control the information, services, opinions, or other material available on the internet. You agree that you shall make no claim against us relating to the material from the internet or respecting any information, product, service, or software ordered through or provided by virtue of the internet. We do not monitor or exercise editorial control over information passing over our networks and exclude all liability in respect of any transmission or reception of information of whatever kind, including the accuracy of its contents.

5. AI USE

The following additional terms apply where the Services include functionality that uses machine learning or other artificial intelligence (collectively, “AI Features”).

5.1 Prohibited AI Uses - You may not use the AI Features to engage in any activity or practice that is prohibited under any applicable law or regulation governing deployment and/or use of artificial intelligence systems or services (an “AI Law”), such as (if applicable to you) the European Union’s AI Act (the “EU AI Act”).

5.2 High-Risk Use - You may not use the AI Features for any use cases deemed “high-risk” (or given a similar designation) by any applicable AI Law (including, if the EU AI Act is applicable to you, those use cases listed in Annex III thereof), including but not limited to those use cases that may affect the health, safety, rights, or freedoms of individuals, without our prior written approval; provided that any feature, product or service among the AI Features pre-designated by us as approved for high-risk use cases is pre-approved. For clarity, approval may be conditioned on additional guardrails and restrictions, and may be conditioned or withdrawn if legal or safety requirements change or are anticipated to change.

When engaging in an approved high-risk use case: (a) a qualified professional in the relevant field must supervise the use case, including by reviewing all material (including advice, decisions or recommendations) produced, or automated action proposed to be taken, by the AI Feature prior to dissemination, use or implementation; (b) you must disclose to individuals affected by the use case that you are using artificial intelligence to help produce your advice, decisions, or recommendations (as applicable); (c) you must maintain appropriate records of the use case, including inputs, outputs, automated actions and the nature of human review performed; and (d) you must promptly notify us of any incident arising from the use case that has or could reasonably be expected to have an material adverse effect on individuals or to give rise to a claim or other action against us.

For avoidance of doubt, you may not use the AI Features as a sole basis for decisions in high-stakes domains, including but not limited to medical, legal, financial, or safety-critical applications.

You acknowledge and agree that specific AI Features may have additional guardrails and restrictions related to high-risk use cases, and you agree that these guardrails and restrictions are deemed part of this Policy and that you are therefore required to comply with them upon notification to you.

5.3 Transparency and Disclosure - Where you use the AI Features to interact with persons outside of your organisation or to generate material that is presented to persons outside of your organisation, you are responsible for making appropriate disclosures regarding the AI-generated nature of such material where required by applicable law or where a reasonable person would expect such disclosure. You may not represent that outputs of the AI Features are human-made where doing so would be deceptive or misleading.

6. OUR RIGHTS AND REMEDIES

Failure to use Our Products and Services in accordance with this Policy is a breach of the Agreement and may result in immediate suspension of the applicable Services or other consequences as set out in the Agreement, including termination thereof.

We reserve the right to inspect your use of the Services and your compliance with this Policy, including by installing and using, or to requiring you to install and use, any appropriate devices or measures to detect or prevent breaches of this Policy, as well as devices designed to filter or terminate access to the Services.

7. REPORTING AND COOPERATION

If you become aware of any breach of this Policy by any person, including third parties who have accessed Our Products and Services through you, you shall inform us without undue delay. You shall cooperate with us and with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity.

8. MODIFICATIONS

We reserve the right to modify this Policy from time to time at our sole discretion; provided that we will not make any updates that reduce our privacy, security or confidentiality obligations to you. We will notify you of any such modifications either via email or by posting a revised copy of this Policy on our website. Your continued use of Our Products and Services following the posting or notice of any changes will mean you accept those changes.

Appendix 3 - AI Terms and AI Fair Use Policy

AI Terms

Capitalised terms used but not defined in these AI Terms have the meaning given in the Core Terms.

These Artificial Intelligence Terms ("AI Terms") sets out terms and conditions for the use of functionality within Our Products and Services that uses machine learning or other artificial intelligence (collectively, "AI Features"). In these AI Terms, "we," "us," and "our" refer to The Access Group, and "you" and "your" refer to the individual or entity using the AI Products and Services.

"AI Products and Services" means the AI Features and the Products and Services they form part of or are made available through.

By using the AI Features, you acknowledge that you have read, understood, and agree to comply with the AI Terms. You are also responsible for any breaches of the AI Terms by third parties who access the AI Features through you or your account(s) with us.

The AI Terms is incorporated into the Core Terms or other agreement that you have entered into with us (or an authorised third-party distributor) that governs your use of the AI Products and Services (as applicable, the "Agreement").

1. BACKGROUND; RELATIONSHIP WITH AGREEMENT

1.1 Nature of AI Features - AI Features are integrated into certain Products and Services. Some AI Features are integrated by default, while others may be available for you to use at your discretion. New AI Features may be added, and existing AI Features may be modified or discontinued at any time, provided that we will give you reasonable prior notice before any discontinuance and the overall functionality of the AI Products and Services will not be materially decreased unless required by applicable law.

1.2 Conflicts - These AI Terms apply to all use of AI Features. In the event of any conflict between the AI Terms and the rest of the Agreement, these AI Terms shall govern and control with respect to the AI Features.

2. YOUR DATA

2.1 Ownership - The AI Features may allow you to submit, upload, transmit or otherwise make available files, instructions, questions, or other data inputs ("Inputs"), from which the AI Features may generate summaries, analyses, insights or other data outputs ("Outputs", and together with Inputs, "Customer Data"), or take autonomous actions ("Actions"). For clarity, (a) Actions may result in Outputs, but Actions are not themselves Outputs (for example, if you direct an AI Feature to create a research report, the research and other steps taken to create the report are Actions and the report itself is Output); and (b) Customer Data does not include any of our content, data or other background intellectual property (such as our platform and our branding) or any Configured Assets (as defined at clause 2.2).

You retain all right, title and interest, including all intellectual property rights, in and to the Customer Data, and we hereby assign to you all right, title, and interest we have, if any, in and to Customer Data. Our rights to use the Customer Data are limited to those expressly set out in the AI Terms or elsewhere in the Agreement.

For the avoidance of doubt, where any Input also falls within the definition of Customer Content in the Core Terms, the licence granted at clause 7.2 of the Core Terms does not apply to it and it is instead licensed to us under clause 2.3; in all other respects the Core Terms continue to apply to it.

2.2 Configured Assets - Certain AI Features (including, without limitation, Evo Builder, Evo Assistants and Evo Workflow) allow you to design, configure, build or generate applications, conversational or autonomous agents, automated workflows, and the associated configurations, definitions, logic and source or object code (collectively, "Configured Assets"). Configured Assets are not Outputs or Customer Data.

You acknowledge that Configured Assets, by their nature: (a) inherit, incorporate and depend upon the attributes, components, design system, libraries and other functionality of Products and Services; (b) are designed to interoperate with, and may incorporate, expose or call upon, our other products, gateways, connectors and background intellectual property; and (c) are built to operate on, and function only within, our platform and the Products and Services.

Accordingly, as between you and us, we own all right, title and interest, including all intellectual property rights, in and to the Configured Assets, and you hereby assign to us all such right, title and interest you may have in them. This clause 2.2 does not affect your ownership of (i) Inputs you supply to a Configured Asset, or (ii) any Output a Configured Asset generates when run, each of which remains Customer Data and is dealt with under clause 2.1.

We grant You (and Your Permitted Users) a non-exclusive, non-transferable, non-sublicensable right and licence to access and use the Configured Assets you create, within the AI Products and Services and for your internal business purposes, for the term of the Agreement. This licence ends on expiry or termination of the Agreement or the relevant AI Products and Services. Nothing in this clause restricts our right to develop, modify, commercialise or build upon the Configured Assets or any part of them.

2.3 Licence - You grant us a non-exclusive right and licence to store, reproduce, transmit, process, modify and otherwise use Customer Data solely to:

i - provide, operate, maintain and support the AI Features, for you;

ii - monitor for, prevent and address technical, security, safety, compliance and fraud issues; and

iii - where necessary, comply with applicable law and enforce the Agreement.

2.4 No Training - We will not use Customer Data to train or fine-tune any large language models or other generative artificial intelligence models, or permit it to be used for such purposes by third parties (including Model Providers, as defined below), except with your express prior permission.

2.5 Your Warranty - You represent and warrant that (a) you have all necessary rights, licences and permissions to provide any Input you provide to us and to grant us the right and licence granted at clause 2.3; (b) your Inputs are accurate and complete; and (c) your Inputs, and our use of them in accordance with these AI Terms, will not breach any applicable law or infringe the intellectual property, privacy, or publicity rights of any third party. You will indemnify us against any claim, loss, cost or liability arising from breach of these warranties. You are solely responsible and liable for your Inputs.

2.6 Model Providers - The models underlying certain AI Features are provided by third parties (“Model Providers”). You acknowledge and agree that when you use the AI Features, we may submit Customer Data to Model Providers, subject to the security, privacy and confidentiality commitments we make to you under the Agreement. More information about our Model Providers is available in the relevant Product Fact Sheet(s).

3. AI LIMITATIONS AND REQUIREMENTS

3.1 AI Feature Availability - The AI Features depend on models, services and infrastructure provided by Model Providers and other third parties, the availability and performance of which are outside our control and are governed by those third parties' own service levels, which differ between providers and service types and may change.

Accordingly, and notwithstanding anything to the contrary in the Agreement: (a) any service level, availability, uptime or support commitment in the Agreement that applies to the Products or Services generally does not apply to the AI Features; (b) we make no representation, warranty or commitment as to the availability, uptime, response time or performance of the AI Features, which are provided on an "as available" basis; and (c) the AI Features may be unavailable, suspended, throttled, degraded or interrupted, in whole or in part, including as a result of acts or omissions of Model Providers or other third parties, without liability to You.

3.2 Limitations of AI

You acknowledge that:

i - artificial intelligence and machine learning technologies have inherent technical limitations;

ii - Outputs may contain inaccuracies, biases, omissions or errors, may be incomplete or misleading, and may not reflect current legal, regulatory or industry standards;

iii - Outputs are not reviewed by us and do not reflect our views or opinions;

iv - Outputs may not be unique, and the AI Features may generate similar outputs for other users;

v - the legal status of artificial intelligence-generated content is uncertain, and Outputs may not be subject to protection under intellectual property law;

vi - Outputs should not be relied upon as factual information, compliance guidance or advice of any kind;

vii - AI Features may be susceptible to security threats, including but not limited to prompt injection attacks, and should be actively monitored by you when in use; and

viii - for clarity, all of the disclaimers and limitations in the Agreement that apply to Products and Services generally also apply to the AI Features and Outputs.

3.3 Your Responsibilities

i - We offer no warranties with respect to the AI Features, Outputs and Actions, and you are solely responsible for:

ii - determining whether and how AI Features should be used for your intended purpose;

iii - reviewing all Outputs and ensuring they are suitable, relevant and accurate for your requirements prior to use or reliance, and discarding inappropriate or unsuitable Outputs;

iv - ensuring that Outputs comply with applicable laws, regulations, professional and contractual obligations and industry standards (as relevant to your use case);

v - any decisions, actions or omissions taken based upon Outputs;

vi - exercising appropriate oversight to avoid undesired Actions; and

vii - consequences of Actions taken by AI Features either as configured by you or otherwise in response to your Input. For clarity, all Actions taken by AI Features are deemed to be taken by you and not by us, and you accept full responsibility for such Actions.

4. ACCEPTABLE USE POLICY

Use of the AI Features, like all Products and Services, requires compliance with our Acceptable Use Policy, available at https://www.theaccessgroup.com/en-gb/legal-hub/acceptable-use-policy-1/ ("AUP"), which is designed to ensure safe, lawful and responsible use of our Products and Services, prohibit activities such as cybercrime and hate speech, and require compliance with applicable laws.

You agree to always comply with the AUP when using the AI Features, and you agree that any violation of the AUP that causes damage or loss to us will not be subject to any liability limitations or exclusions under the Agreement.

Further, to the extent our AUP requires you to comply with the usage policies of our partners or other third parties, and your breach of those policies causes claims or other actions against us, you agree to indemnify, defend us, and hold us harmless, against such claims and other actions.

5. FEES

Use of the AI Features is subject to the fees set out at https://www.theaccessgroup.com/en-gb/legal-hub/ai-pricing/ (as may be updated from time to time) ("AI Fees"), which you hereby agree to pay when due. Without limitation of such payment obligations, you hereby authorise us to automatically charge AI Fees using any payment card information, bank account, or other payment information provided to us by you.

For clarity, AI Fees are usage-based and are separate from, and additional to, fees for other aspects of the Products and Services, including any recurring subscription fees, and are non-refundable. You are responsible for paying any and all withholding, sales, value added or other taxes, duties or charges applicable to the AI Fees, other than taxes based on our income.

6. USAGE DATA

"Usage Data" means data and information collected, generated, or derived from your use of the AI Features, including but not limited to metadata, analytics, performance metrics, and other data that does not include Customer Data or personal information or is anonymised and/or aggregated so that it does not identify you or any individual user. For clarity, Usage Data is not Customer Data.

Without limitation of our privacy, security, and confidentiality commitments under the Agreement, we may collect, analyse, and utilise Usage Data for any lawful purpose (e.g., to assess the relative popularity of features within the AI Features or identify other usage trends).

7. OUR RIGHTS AND REMEDIES

Failure to use the AI Features in accordance with these AI Terms is a violation of the Agreement and may result in immediate suspension of the applicable AI Features or other consequences as set out in the Agreement, including termination thereof. Additionally, we (or the Model Providers) may limit the use of the AI Features through token limits, throttling, or other usage controls in our (or their) sole discretion, without liability to you, due to capacity limitations or if necessary to protect the security or functionality of the Products and Services or our (or their) systems, networks and other infrastructure.

8. MODIFICATIONS

We reserve the right to modify the AI Terms from time to time at our sole discretion, notwithstanding the clause 10.2 of the Core Terms; provided that we will not make any updates that reduce our privacy, security or confidentiality obligations to you.

We will notify you of any such modifications either via email or by posting a revised copy of these AI Terms on our website. Your continued use of the AI Features following the posting or notice of any changes will mean you accept those changes.

Fair Use Policy

Agentic AI Tier (Tier 2): Schedule to the Artificial Intelligence Terms

This AI Fair Use Policy (Policy) forms part of the Artificial Intelligence Terms and, through the AI Terms, the Agreement.

Where this Policy and the AI Terms address the same subject matter for Agentic AI tier customers, this Policy is intended to apply as the more specific provision.

1. PURPOSE

This Policy applies to customers on the Agentic AI tier at the fixed per-user-per-month (PUPM) rate referred to in the Fees section of the AI Terms and on the pricing page. It defines the usage parameters within which the PUPM rate applies and the consequences of exceeding them.

2. NORMAL BUSINESS USE

The PUPM fee covers agentic AI use by named individual users as part of their normal, day-to-day business activity. In practice, this means the kind of use expected from someone doing their job - not usage that, by reason of its volume or frequency, goes materially beyond what would be expected from an individual carrying out their normal working responsibilities or with how other users on the Agentic AI tier typically use the service. We monitor use at account level, and clause 5 explains how We may introduce or update specific usage thresholds over time.

3. WHAT THIS POLICY PROTECTS AGAINST

The guardrails in this Policy exist to:

(a) prevent a small number of high-volume users degrading service for others;

(b) protect the economic sustainability of the flat-rate model; and

(c) prevent automated or bulk use that was not contemplated by the PUPM pricing.

They are not intended to restrict normal, good-faith business use.

4. EXCESS USE AND THROTTLING

Where Your aggregate consumption materially exceeds the parameters described in clause 2 in any calendar month:

(a) We will notify You;

(b) We may apply rate limiting or throttling to Your account pending agreement on additional capacity;

(c) We will offer an upgraded capacity tier or consumption supplement at Our then-current rates; and

(d) We will not charge retrospectively for excess use without Your prior written agreement.

Throttling will be applied at account level, smoothing individual user spikes across the account before any restriction is applied.

5. REVIEW OF PARAMETERS

We reserve the right to introduce, and subsequently update, specific usage parameters for the purposes of clause 2 on 30 days' notice.

Appendix 4 - PayWise+ Product Specific Terms

These Product Specific Terms are supplementary to the Core Terms and apply where You buy PayWise+ from Us. They form part of the Agreement. Where a capitalised word is used in these terms but is not defined here, it has the meaning given to it in the Core Terms.

1. Definitions

User — any employee or worker of the Customer who is authorised to access and use PayWise+ for the purposes set out in this Agreement.

User Transaction — the payment made by Us to a User as a result of a User request to draw down accrued salary. A User Transaction is a variable consumed service.

2. Terms

2.1 In addition to Our other rights in the Core Terms, We may suspend access to PayWise+ where invoiced User Transactions remain unpaid for seven days.

2.2 Credit risk check. Use of PayWise+ is subject to a satisfactory credit risk assessment. We may carry out a credit check on You before any Services commence. We will not provide access or deliver services until this check is completed to Our satisfaction. If, in Our reasonable opinion, the results are unsatisfactory, We may withhold the PayWise+ Services or cancel the Agreement without liability.

2.3 Tracking feature. The PayWise+ app may give Users access to information about their accrued gross earnings to date. This is provided for information only. We do not warrant that it is complete or accurate at all times, and it should not be relied on as a substitute for payroll records.

2.4 Savings Pots. Users may choose to allocate funds into 'Savings Pots' within the PayWise+ app. Savings Pots are operated in partnership with Our third-party banking partner (a regulated financial institution). All funds held in Savings Pots are the responsibility of that banking partner and subject to its terms and conditions. PayWise+ does not itself hold or safeguard any client monies, and We are not liable for any act or omission of the banking partner in relation to the Savings Pots.

2.5 AI chatbot (Penny). The PayWise+ app includes an AI chatbot ('Penny') that provides general financial guidance and information only. Penny is an AI Service for the purposes of the AI Terms which are incorporated and apply to the use of Penny in full. The following apply in addition to, and without prejudice to, those terms; if there is any conflict between this clause and the AI Terms, this clause prevails:

(a) Penny does not provide personalised financial advice, investment advice, tax advice or any other regulated financial services. We are not regulated by the Financial Conduct Authority or any other financial-services regulator in respect of the AI chatbot functionality;

(b) all information provided through Penny is educational only. You must ensure Users are aware that information from Penny must not be relied on as the sole basis for any financial decision, may not suit a User's specific circumstances, and that Users should seek independent professional advice before acting on it; and

(c) without prejudice to the AI Terms, Penny is provided 'as is' and We make no warranty as to the accuracy or completeness of any information it provides. You acknowledge that AI systems may produce outputs that are inaccurate, incomplete or inappropriate.

2.6 You must ensure Users are aware of the limitations in clause 2.5, and You are responsible for each User's use of Penny in accordance with this Agreement.

2.7 User discretion. The features in clauses 2.3 to 2.5 are made available at Users' discretion. We do not guarantee that all Users will have access to or use them, and their use does not affect Your obligation to pay the applicable Fees.