



Rvvup Limited Merchant Terms

1 Glossary

- 1.1 The definitions used in the Rvvup Agreement and rules about how to interpret it are set out in Clause 27 (**Glossary**).

2 Provision of Rvvup Services

- 2.1 The Rvvup Agreement will become effective once the Merchant accepts these Merchant Terms (**Start Date**).

- 2.2 Rvvup will not provide the Rvvup Services unless:

2.2.1 it is satisfied that the Merchant and its Application Information meets the Merchant Acceptance Criteria;

2.2.2 the Merchant has entered into an Account Agreement and opened an E-Money Account with the Account Provider; and

2.2.3 the Merchant has provided any other information and satisfied any other checks required by Rvvup, the Account Provider and applicable Payment Method Providers.

- 2.3 Rvvup will notify the Merchant when it is satisfied the requirements set out in Clause 2.2 have been met.

3 The Rvvup Services

- 3.1 Rvvup shall, in accordance with the Rvvup Agreement:

3.1.1 provide the Merchant with access to APIs or other technical mechanisms which:

(i) connect the Merchant to a Payment Method Provider in order to enable the Merchant to submit Transactions and related Authorisation requests for processing through the Payment Method(s) it has selected in the Merchant Dashboard; and

(ii) enable Rvvup to access and operate the Merchant's E-Money Account on the Merchant's behalf, including by instructing the Account Provider to make payments from the E-Money Account on the Merchant's behalf in accordance with the Merchant's instructions; and

3.1.2 provide the Merchant with access to reporting in relation to Transactions and the E-Money Account,

in each case as further described in the Guidance Documentation (the **Rvvup Services**).

- 3.2 The Merchant acknowledges:

3.2.1 the execution of any payments from the E-Money Account is the responsibility of the Account Provider; and

3.2.2 the settlement of Transaction amounts is the responsibility of the relevant Payment Method Provider or other service provider,



and in each case. Rvvup has no role in relation to these. Any issues arising in relation to these matters shall be resolved in accordance with the arrangements in place between the Merchant and the Account Provider, Payment Method Provider or other service provider (as applicable).

- 3.3 The Merchant may use a Plugin to access the Services. If the Merchant uses a Plugin provided by a third party, it does so at its own risk and Rvvup is not responsible for any issues arising in relation to the Plugin. Information about Plugins compatible with the Services can be found in the Guidance Documentation.
- 3.4 Rvvup may change the content and interfaces of the Services to keep the Services up to date with market requirements. Where such a change will impact how the Merchant uses the Services, Rvvup will inform the Merchant of the details of the change and/or publish details in the Guidance Documentation. The Merchant shall be responsible for its own costs with respect to these changes.

4 Account Provider

- 4.1 In order to use the Services, the Merchant must open and maintain an E-Money Account with the Account Provider.
- 4.2 Unless Rvvup agrees otherwise, the Merchant must use its E-Money Account to receive settlement in respect of its Transactions from the Payment Method Providers or other service providers. The Merchant must not use its E-Money Account for any other purpose.
- 4.3 The Merchant must nominate a bank account in its name into which the Account Provider will make payments of amounts received into its E-Money Account (**Business Bank Account**).
- 4.4 The Merchant authorises Rvvup to instruct the Account Provider on the Merchant's behalf to pay all amounts in the E-Money Account (after payment of all Fees due to Rvvup in accordance with clause 10.3) to the Business Bank Account within 3 Business Days (or any other period as agreed with Rvvup).
- 4.5 The Merchant may change its Business Bank Account by using the Merchant Dashboard at any time which shall be subject to the Account Provider's approval.

5 Payment Method Providers

- 5.1 In order to use the Services in respect of a Payment Method, the Merchant must:
 - 5.1.1 satisfy the Merchant Acceptance Criteria ;
 - 5.1.2 if required by the relevant Payment Method Provider, enter into a direct agreement with the relevant Payment Method Provider ;and
 - 5.1.3** obtain from the Payment Method Provider a valid Merchant Identifier and provide the same to Rvvup.
- 5.2** The Merchant will not be able to use the Services to process Transactions using the relevant Payment Method unless the Merchant complies with the requirements of Clause 5.1.
- 5.3 The Merchant shall comply with the relevant Additional Payment Method Terms set out in Schedule 2.

6 Merchant Obligations

6.1 The Merchant shall:

- 6.1.1 comply with the Guidance Documentation, Acceptable Use Policy and any other instructions, guidance, procedures and/or requirements given by Rvvup from time to time in accordance with any timescales specified by Rvvup;
- 6.1.2 ensure the information submitted in relation to a Transaction is accurate and complete; and
- 6.1.3 use the Services to submit Transactions only in relation to goods or services sold and supplied by the Merchant to the Merchant's Customer;
- 6.1.4 only use the Services for its business purposes and as specifically permitted in the Rvvup Agreement; and
- 6.1.5 not make the Services available to any third party or use the Services on behalf of a third party other than to submit Transactions from Merchants Customers in accordance with the Rvvup Agreement.

6.2 The Merchant shall:

- 6.2.1 be responsible for integrating its systems (including, without limitation the Merchant's Sites) with the API in accordance with the standards set out in the User Guides;
- 6.2.2 only access the API using the API Credentials;
- 6.2.3 keep the API Credentials secure and not disclose it to any other person;
- 6.2.4 comply with any limits Rvvup puts on the number and frequency of API requests from time to time;
- 6.2.5 put in place and regularly review and test measures in relation to the Merchant's systems which:
 - (i) secure the API, the API Data, and the API Credential from infringement, misappropriation, theft, misuse or unauthorised access;
 - (ii) prevent the upload of malware into Rvvup's systems or other malicious attempts/attacks that may affect the security of Rvvup's systems;
- 6.2.6 not use the Services:
 - (i) for any unlawful purpose or criminal activity whatsoever, including fraud, or to promote any unlawful act;
 - (ii) in any way which may infringe the Intellectual Property Rights of Rvvup or any other party;
- 6.2.7 not interfere with or degrade the Services in any way (including uploading any material which contains a virus or other malicious code or attempting a Denial of Service attack or similar);
- 6.2.8 not distribute, licence, sell, rent, lease or otherwise deal in or encumber the API;



6.2.9 not modify, add to, enhance, copy, reverse engineer or decompile the API;

6.2.10 be responsible for resolving any issues with a Plugin it chooses to use;

6.3 When using the Merchant Dashboard, the Merchant shall:

6.3.1 notify Rvvup of the individuals who the Merchant authorises to have access to the Merchant Dashboard in order to manage and administer the Merchant's use of the Services and access the information made available in the Merchant Dashboard (**Permitted Users**);

6.3.2 keep the security credentials issued to Permitted Users (**Merchant Dashboard Security Information**) secure and confidential and ensure they are not shared with anyone else;

6.3.3 notify Rvvup immediately if it suspects or becomes aware that the Merchant Dashboard Security Information has been compromised. In such circumstances, Rvvup may need to disable the Permitted User access to the Merchant Dashboard and issue replacement Merchant Dashboard Security Information; and

6.3.4 ensure that the devices and methods used to access the Merchant Dashboard are secure.

7 **Transaction Data**

7.1 The Merchant acknowledges and agrees that Rvvup is not responsible for the retention of any Transaction records. The Merchant has sole responsibility for keeping Transaction records as may be required by Applicable Law, any Payment Method Provider or third party, or for the purposes of back up, disaster recovery, business continuity, security, or as otherwise may be prudent or necessary or required for its business.

7.2 Rvvup may use data derived from Transactions to improve and/or develop its products and/or services for the benefit of its business and/or the generality of its customers.

8 **Compliance**

8.1 Each party shall at all times comply with all Applicable Law in relation to the performance of its obligations and the exercise of its rights under the Rvvup Agreement.

8.2 Rvvup, the Account Provider and/or any Payment Method Provider may be required or may consider it prudent to take Compliance Steps in relation to the Merchant, its E-Money Account or a Transaction. Rvvup shall not be liable for any loss suffered by the Merchant as a result of any such Compliance Steps being taken.

9 **Information about the Merchant**

9.1 Upon request by Rvvup, the Merchant shall provide Rvvup with financial, ownership and other information about the Merchant and its business as reasonably requested to assist with the ongoing satisfaction of the Merchant Acceptance Criteria and to comply with Applicable Law.

9.2 The Merchant must notify Rvvup immediately if there is a change in the information supplied to Rvvup (including Application Information) about circumstances affecting the Merchant or its business, giving full details of the change. This includes any actual or impending Insolvency



Event, Change of Control of the Merchant or a sale or other disposal of all or any material part of the Merchant's assets.

10 Fees and Payment

- 10.1 The Merchant will pay the Fees for the Services.
- 10.2 The Fees are immediately due to Rvvup on provision of the relevant Rvvup Service to the Merchant.
- 10.3 The Merchant authorises Rvvup to instruct the Account Provider on the Merchant's behalf to make payment from its E-Money Account for all Fees and any other amounts due under the Rvvup Agreement as they become due to Rvvup.
- 10.4 If the Fees or any other amounts due under the Rvvup Agreement are not able to be paid from the E-Money Account or the Fee Information provides that the relevant Fee is to be paid by the Merchant in accordance with an invoice, the Merchant will make payment to Rvvup for such amounts in accordance with the invoice to the Rvvup account specified in the invoice.
- 10.5 All amounts payable under or provided for in the Rvvup Agreement shall be exclusive of VAT.
- 10.6 Where any sums due under the Rvvup Agreement are not paid in full by the due date then Rvvup may charge interest at two percent (2%) above the base rate of the Bank of England from time to time in force. Interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgement.

11 Warranties

11.1 Each party warrants that:

- 11.1.1 it is duly organised and validly existing under the laws of the jurisdiction of its incorporation and has been in continuous existence since establishment;
- 11.1.2 it has the right, power, capacity and authority, and all necessary licences, permits and consents (including those required by Applicable Law) and has taken all actions necessary, to execute, deliver and exercise its rights, and perform its obligations, under the Rvvup Agreement;
- 11.1.3 it shall cooperate with the other in all matters relating to the Services; and
- 11.1.4 it shall perform its obligations under the Rvvup Agreement in accordance with Applicable Law.

11.2 The Merchant warrants that:

- 11.2.1 all information provided to Rvvup pursuant to the Rvvup Agreement, including in the Application Information, is true, accurate and complete and will remain true, accurate and complete for the Term;
- 11.2.2 it has entered into all necessary agreements with the Account Provider and the Payment Method Providers in order to receive the Services and will comply with the terms of such agreements at all times during the term of the Rvvup Agreement; and
- 11.2.3 it will at all times during the term of the Rvvup Agreement:



- (i) meet the Merchant Acceptance Criteria; and
- (ii) comply with the Acceptable Use Policy.

11.3 Rvvup warrants that:

11.3.1 it will perform the Services with reasonable care and skill; and

11.3.2 where the RVVUP Services are used by the Merchant to submit credit or debit card Transactions and related Authorisation requests to a Payment Method Provider, that the RVVUP Services shall, to the extent applicable, be PCI-DSS compliant.

12 Indemnities

12.1 Save to the extent caused by negligence or fraud by Rvvup, the Merchant shall indemnify and keep Rvvup indemnified on demand against all loss, liability and cost (including each loss, liability and cost incurred as a result of defending or settling a claim alleging such a liability) arising as a result of:

12.1.1 use of the Services by any person who is not authorised to use the Services;

12.1.2 any claim brought against Rvvup by any third party (including the Account Provider and any Payment Method Provider) in connection with the E-Money Account, any Transaction or the Merchant's use of the Services;

12.1.3 any dispute relating to a Transaction between the Merchant and a Merchant's Customer;

12.1.4 any breach of the Additional Payment Method Terms;

12.1.5 any breach of Clause 6 (Merchant obligations);

12.1.6 any breach of Clause 16 (Confidentiality);

12.1.7 any breach of Clause 17 (Personal Data); and

12.1.8 any misuse of the Rvvup Intellectual Property Rights.

13 Limitations of Liability

13.1 Nothing in the Rvvup Agreement limits or excludes any party's liability for fraud, fraudulent misrepresentation, death or personal injury arising from such party's negligence or any other liability which may not be limited or excluded by Applicable Law.

13.2 Except as expressly stated otherwise in the Rvvup Agreement and subject to Clause 13.1, all warranties and representations whether explicit or implied by statute, common law or otherwise are excluded.

13.3 Subject to Clause 13.1, neither party is liable to the other for any of the following (whether direct or indirect):

13.3.1 loss of profit;

13.3.2 loss of or corruption to data;

- 13.3.3 loss of business;
 - 13.3.4 loss of opportunity; or
 - 13.3.5 harm to reputation or loss of goodwill.
- 13.4 Subject to Clause 13.1, Rvvup is not liable for any loss arising:
- 13.4.1 from any Force Majeure Event;
 - 13.4.2 from any failure of a Payment Method or Payment Method Provider to correctly effect payment in respect of a Transaction;
 - 13.4.3 from any failure of the Account Provider to correctly effect a payment from the E-Money Account;
 - 13.4.4 from any act or omission of a Payment Method Provider or Account Provider;
 - 13.4.5 from the Merchant's use of a Plugin;
 - 13.4.6 as a result of Rvvup or any Account Provider or Payment Method Provider taking Compliance Steps; and
 - 13.4.7 from any act or omission where Rvvup reasonably believes that act or omission is necessary to prevent a crime or comply with Applicable Law or the requirements of a Payment Method Provider.
- 13.5 Subject to Clause 13.1, Rvvup's maximum total liability under or in connection with the Rvvup Agreement in each Quarter in respect of all claims in the relevant Quarter shall be the greater of:
- 13.5.1 the amount of Fees paid by the Merchant to Rvvup in that Quarter; or
 - 13.5.2 one thousand pounds (£1,000).
- 14 Term, Termination and suspension**
- 14.1 The Rvvup Agreement begins on the Start Date and continues until either party ends it in accordance with the provisions of this Clause 14.
- 14.2 The Merchant may terminate the Rvvup Agreement at any time by providing written notice to Rvvup.
- 14.3 Rvvup may terminate the Rvvup Agreement in whole or in part for any reason by providing the Merchant with at least 1 month's written notice.
- 14.4 Rvvup may suspend or terminate the Rvvup Agreement in whole or in part with immediate effect by notifying the Merchant if:
- 14.4.1 the Merchant commits a material breach of any of the terms of the Rvvup Agreement which breach is irremediable or (if such a breach is remediable) the Merchant fails to remedy that breach within one (1) month of the Merchant being notified in writing to do so;
 - 14.4.2 the Merchant fails to pay the Fees when due;



- 14.4.3 the Merchant withdraws any of the authorisations given in Clause 4.4 or Clause 10.3;
 - 14.4.4 the Merchant suffers an Insolvency Event;
 - 14.4.5 the Merchant fails to satisfy the Merchant Acceptance Criteria;
 - 14.4.6 the Merchant fails to comply with the provisions of Clause 9 (Information about the Merchant);
 - 14.4.7 the Merchant breaches any of the warranties given in Clause 11.2 (Merchant warranties);
 - 14.4.8 Rvvup reasonably believes it is not able to continue providing the Services due to security concerns;
 - 14.4.9 Rvvup deems it necessary to do so in order to comply with Applicable Law or the requirements of a Payment Method Provider (including, but not limited to instances where Rvvup or a Payment Method Provider suspects fraud or any criminal activity);
 - 14.4.10 Rvvup is no longer able to offer the Rvvup Services in relation to any Payment Method;
 - 14.4.11 there is a significant change or Rvvup suspects a significant change is impending in relation to the nature, level, scope or control of the Merchant's business or its financial position;
 - 14.4.12 the Merchant's activities are or are likely to have an adverse impact on the business, commercial arrangements, reputation and/or goodwill of Rvvup and/or any Payment Method Provider;
 - 14.4.13 the Merchant's agreement with a Payment Method Provider is suspended or terminated; and
 - 14.4.14 a Force Majeure Event continues for a period of at least ten (10) Business Days.
- 14.5 If the Rvvup Agreement is terminated:
- 14.5.1 Rvvup shall not process any new Transactions;
 - 14.5.2 the Merchant must stop using the API and API Data;
 - 14.5.3 any licences granted by a party pursuant to the Rvvup Agreement shall terminate;
 - 14.5.4 the Merchant must return, destroy or permanently erase any Confidential Information provided to Rvvup. The Merchant must confirm in writing to Rvvup that this has been done using the contact information referred to in Clause 18.2 but may retain a copy of any Confidential Information required to do so by Applicable Law; and
 - 14.5.5 the termination will not affect any provision of the Rvvup Agreement that is intended to come into force or continue in force following termination.

15 **Intellectual Property**

- 15.1 Each party's Intellectual Property Rights are the property of that party or its licensors and all rights in it are expressly reserved. Except as expressly provided otherwise, nothing in the



Rvvup Agreement shall operate to transfer any Intellectual Property Rights from one party to the other.

- 15.2 Rvvup grants the Merchant a non-exclusive, royalty free licence to use the Rvvup Intellectual Property Rights for the purpose of using and obtaining the benefit of the Services for the Term. The Merchant may only use the Rvvup Intellectual Property Rights in the manner and form set out in the Rvvup Agreement (including the Guidance Documentation and Acceptable Use Policy).

16 **Confidentiality**

- 16.1 Any Confidential Information disclosed by one party to the other party in the performance of the Rvvup Agreement will be treated by the recipient as confidential and, subject to Clauses 16.2 to 16.4 below, the recipient shall not:

16.1.1 use the Confidential Information for any purpose other than the performance of the Rvvup Agreement; nor

16.1.2 communicate or disclose (whether in writing or orally or in any other manner) the Confidential Information to any third party without the prior written consent of the disclosing party except as necessary for the performance of the Rvvup Agreement.

- 16.2 Notwithstanding Clause 16.1 above, the receiving party may disclose Confidential Information to its Related Parties, but only:

16.2.1 to those Related Parties who strictly need to know the Confidential Information for the purpose of performing the receiving party's obligations under the Rvvup Agreement except that, subject to Rvvup complying with the remainder of this Clause 16.2, Rvvup may share Confidential Information with its Affiliates in the ordinary course of business; and

16.2.2 where the Related Party is made aware prior to the disclosure of any part of the Confidential Information that that information is confidential and where the receiving party ensures that the Related Party owes a duty of confidence on materially the same provisions as contained in the Rvvup Agreement,

and the receiving party shall at all times remain liable for any actions and/or omissions of any of its Related Parties in relation to any Confidential Information.

- 16.3 The provisions of Clauses 16.1 and 16.2 of above shall not apply to any Confidential Information which:

16.3.1 is publicly available at the time of its disclosure or becomes publicly available (other than as a result of disclosure by the receiving party or any of its Related Parties contrary to the provisions of the Rvvup Agreement);

16.3.2 was lawfully in the possession of the receiving party or any of its Related Parties (as can be demonstrated by its written records or other reasonable evidence) free of any restriction as to its use or disclosure prior to receipt from the disclosing party;

16.3.3 was developed by or for the receiving party or its Related Parties at any time independently of the information disclosed to it by the disclosing party (as can be demonstrated by its written records or other reasonable evidence);



- 16.3.4 following disclosure by the disclosing party, becomes available to the receiving party or any of its Related Parties (as can be demonstrated by its written records or other reasonable evidence) from a source other than the disclosing party (or any of its Related Parties), which source is not bound by any obligation of confidentiality or non-use owed, directly or indirectly, to the disclosing party (or any of its Related Parties) in relation to such information; or
 - 16.3.5 the receiving party is required to disclose by law or governmental regulation or by any competent court, body, stock exchange or regulator, provided that the receiving party shall (to the extent permitted by Applicable Law) notify the disclosing party of the Confidential Information to be disclosed and the circumstances in which the disclosure is alleged to be required as early as reasonably possible before such disclosure must be made.
- 16.4 The provisions of Clauses 16.1 and 16.2 above shall not apply to Rvvup in relation to the Confidential Information of the Merchant in certain circumstances and Rvvup may disclose and/or use the Confidential Information relating to the Merchant:
- 16.4.1 to any Payment Method Provider if required by Rvvup's arrangements with the Payment Method Provider;
 - 16.4.2 to publish directories of merchants accepting Transactions; and
 - 16.4.3 for its legitimate business purposes, including product development, assessment, testing and analysis, including for the purposes set out in Clause 7.2.
- 16.5 Each party undertakes in relation to the other party's Confidential Information:
- 16.5.1 not to copy, reproduce or reduce to writing any part thereof except as may be reasonably necessary for performance of the Rvvup Agreement; and
 - 16.5.2 to ensure proper and secure storage of all Confidential Information to a reasonable standard and to apply at least the same security measures and degree of care as those which the receiving party applies to its own confidential information.
- 17 Personal Data**
- 17.1** For the purposes of the Rvvup Agreement, Rvvup and the Merchant are deemed to be separate Controllers, in respect of the Processing of Personal Data in connection with the Rvvup Agreement.
- 17.2** Information about how Rvvup Processes Personal Data is set out in the Rvvup Privacy Notice available at: www.rvvup.com/privacy
- 17.3 Obligations as the Parties as Controllers of Personal Data**
- 17.3.1 Each party shall comply with Data Privacy Laws and shall not by its act or omission cause the other party to breach Data Privacy Laws.
 - 17.3.2 Without prejudice to the general obligation at Clause 17.3.1 above, each party shall:
 - (i) having regard to the state of technological development, take all appropriate technical, security, and organisational measures necessary or desirable to ensure that Personal Data is protected against loss, destruction and damage,



and against unauthorised access, use, removal, copying, modification, disclosure or other misuse; and

- (ii) where a Data Subject makes a written request to either party for access to any Personal Data, in respect of which the other party is Data Controller, the relevant party to whom the request was made shall promptly notify the other party of that request, and liaise to ensure that the request is addressed in accordance with the Data Controller's obligations under Data Privacy Laws.

17.4 **Personal Data Breaches**

17.4.1 In the event the Merchant suffers a Personal Data Breach or any action that causes or could reasonably be deemed to cause a Personal Data Breach, to the extent that such Personal Data Breach or potential Personal Data Breach is likely to impact the Personal Data, the Merchant shall:

- (i) at the earliest opportunity notify Rvvup of the Personal Data Breach (and shall use reasonable endeavours to notify Rvvup within twenty-four (24) hours of becoming aware of such Personal Data Breach); and
- (ii) liaise and collaborate with Rvvup in order to meet both of their legal obligations to report the Personal Data Breach in accordance with Data Protection Laws.

17.5 **Transfers of Personal Data outside the UK**

17.5.1 In respect of the transfers of Personal Data by a party from the UK to a non-Adequate Country, that party agrees to enter into a lawful data transfer mechanism under the Data Protection Laws so that appropriate safeguards are in place to ensure an adequate level of protection with respect to the data protection rights of individuals as required by Article 46 of the UK GDPR.

18 **Notices**

18.1 Except as expressly stated otherwise in the Rvvup Agreement, any notice to be given under or in connection with the Rvvup Agreement shall be in writing in the English language and addressed as provided in Clause 18.2 below and shall be delivered by email, next day delivery service, first class post or, where Rvvup is giving notice, by posting it in the Merchant Dashboard.

18.2 In the case of Rvvup, the address and email address for notices to be served under the Rvvup Agreement are:

Contact: Legal Department

Address: 7 Savoy Court, London, WC2R 0EX

E-mail Address: legal@rvvup.com

18.3 The Merchant contact details such as address and email address for the purposes of notices to be served under the Rvvup Agreement, are those set out in the Application Information.



- 18.4 The Merchant may change its contact details for the purposes of notices to be served under the Rvvup Agreement by updating such details via the Merchant Dashboard.
- 18.5 Rvvup may change its contact details for the purposes of notices to be served under the Rvvup Agreement by notifying the Merchant.
- 18.6 Unless otherwise provided, a notice delivered by email or through the Merchant Dashboard shall be deemed received at the time of transmission, a notice sent by a next day delivery service or first (1st) class post shall be deemed received on the second (2nd) Business Day after posting.

19 **Force Majeure**

- 19.1 Neither party shall be obliged to perform its obligations under the Rvvup Agreement to the extent that it is prevented, hindered or delayed in its performance by the Force Majeure Event.
- 19.2 The party affected by the Force Majeure Event (**Affected Party**) shall:
 - 19.2.1 notify the other party (**Non-Affected Party**) as soon as practicable of the Force Majeure Event and its likely effects on that party's ability to perform its obligations under the Rvvup Agreement;
 - 19.2.2 use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under the Rvvup Agreement; and.
 - 19.2.3 as soon as possible after the end of the Force Majeure Event, notify the Non-Affected Party that the Force Majeure Event has ended and shall resume performance of its obligations under the Rvvup Agreement.

20 **Transfers**

- 20.1 The Merchant shall not transfer, assign or sub-contract any of its rights or obligations under the Rvvup Agreement without the prior written consent of Rvvup.
- 20.2 Rvvup may transfer, assign or sub-contract any of its rights or obligations under the Rvvup Agreement.

21 **Third party rights**

- 21.1 Except as expressly stated in the Rvvup Agreement, no term of the Rvvup Agreement is intended for the benefit of any third party, and the parties do not intend that any term of the Rvvup Agreement should be enforceable by a third party either under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 21.2 If a person who is not a party to the Rvvup Agreement is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the Parties may rescind or vary the Rvvup Agreement (and any documents entered into pursuant to or in connection with it) without the consent of that person.

22 **Non-Waiver**

- 22.1 If either party waives any of its rights under the Rvvup Agreement, it does not mean that it will waive that right in the future.

23 Severability

- 23.1 If any clause in the Rvvup Agreement is held to be unlawful or unenforceable, it will be severed to the extent that it is held to be unlawful or unenforceable from the remaining clauses (which shall continue in full effect).

24 Changes

- 24.1 Rvvup may change the terms and conditions of the Rvvup Agreement (including the Fees) at any time by notifying the Merchant. If the Merchant does not agree with any such changes then it may terminate the Rvvup Agreement at any time before the proposed changes come into force by notifying Rvvup.

25 Entire Agreement

- 25.1 The Rvvup Agreement constitutes the entire agreement, and supersedes any previous agreements, between the parties relating to the subject matter of the Rvvup Agreement. Each party acknowledges that it has not relied on or been induced to enter into the Rvvup Agreement by a representation other than those expressly set out in the Rvvup Agreement and those other agreements and documents. A party is not liable to another party in equity, contract or tort (including the tort of misrepresentation or in any other way) for a representation (other than a fraudulent misrepresentation) that is not set out in the Rvvup Agreement.

26 Governing Law and Jurisdiction

- 26.1 English law applies to the Rvvup Agreement and the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or relating to the Rvvup Agreement, its subject matter or formation (including non-contractual disputes or claims).

27 Glossary

Acceptable Use Policy means the Rvvup acceptable use policy made available by Rvvup to the Merchant as amended by Rvvup from time to time.

Account Agreement means the agreement entered into by the Merchant and the Account Provider which governs the provision of the E-Money Account.

Account Provider means the third party electronic money account provider who is authorised under law to provide the E-Money Account to the Merchant.

Additional Payment Method Terms means the terms set out in Schedule 2 (Additional Payment Method Terms).

Adequate Country means a country or territory which the EU Commission or the applicable Data Privacy Laws have recognised as providing an adequate level of protection for Personal Data

Affected Party has the meaning given in Clause 19.2.

Affiliate means any entity that directly or indirectly controls, is controlled by or is under common control with, another entity.

API means the application programming interface(s) used to access the Services.

API Data means any data made available through the API (including any metadata).



API Credentials means the API Credentials provided by Rvvup to the Merchant to enable it to access the API to use the Services.

Application Information means the application information submitted by the Merchant and accepted by Rvvup for use of the Rvvup Services.

Applicable Law means, in relation to a party, all law, regulations and/or, in the case of the Merchant, Payment Method Rules, in each case as in force from time to time.

Authorisation means with respect to each Transaction, the process whereby Rvvup obtains, through the relevant Payment Method Provider, confirmation that the Merchant's Customer's account is valid and there are sufficient funds available for the Transaction.

Business Day means a day (excluding Saturdays, Sundays and public holidays) when banks are generally open for business in England.

Compliance Steps means any steps taken in relation to any Transaction for the purposes of compliance with law or regulation or Payment Method Rules.

Confidential Information means the Rvvup Agreement and all information or data of whatever nature (which includes any information which relates to business, systems, assets, operations, plans and intentions, know-how, trade secrets, business affairs, business methods and business concepts, personnel, product information, design rights, marketing or sales opportunities, strategies, prices, plans, proposals, customers, trading practices or suppliers) relating to either party or any of their Affiliates obtained in connection with the Rvvup Agreement, whether in oral, tangible or in documented form.

Data Controller, Data Processor, Data Subject, Personal Data and **Processing** shall bear the respective meanings given to them in the under the Data Protection Laws (in each case as may be amended, updated, replaced or superseded from time to time) (and **Process** and **Processes** shall be construed accordingly).

Data Protection Laws means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679) (as it forms part of domestic law in the UK by virtue of Clause 3 of the European Union (Withdrawal) Act 2018) (**UK GDPR**); the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as may be amended, superseded or replaced from time to time, and in each case as may be amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019.

E-Money Account means the electronic money account provided to the Merchant by the Account Provider in accordance with the Account Agreement.

Fees means the fees set out in the Fee Information in relation to the use of the Services by the Merchant.

Fee Information means the information page made available by Rvvup to the Merchant setting out the Fees, as amended by Rvvup from time to time in accordance with the Rvvup Agreement.

Force Majeure Event means an event beyond the Affected Party's reasonable control including any act or omission of any strike, lock-out, labour dispute, illness, act of God, war, riot, civil commotion, malicious damage, pandemic or epidemic being declared by the World Health Organisation (or any successor body), government action, compliance with Applicable



Law or governmental order, rule, regulation or direction, accident, breakdown or other failure of equipment, software or communications network, fire, flood or other circumstances affecting the supply of goods or services.

Guidance Documentation means all customer guides, manuals, technical specifications or similar documents made available by Rvvup or any of its Affiliates to the Merchant from time to time.

Insolvency Event means, in relation to a party, that party suffering or being subject to any of the following events:

- (a) the party, being a company, is deemed unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 (without any requirement to prove a matter stated therein to a court) or any meeting is convened for the purpose of considering a resolution for, or any application or petition is presented or any other step is taken for the purposes of making an administration order against it, or for the appointment of an administrator over it (including, without limitation, the filing of a Notice of Intention to Appoint an Administrator), or for the winding-up or dissolution of it (otherwise than in the course of a solvent reorganisation or restructuring);
- (b) the party, being an individual, partnership or firm, has entered into any composition or arrangement with its creditors, has a bankruptcy order made against it, has a creditors' petition for its bankruptcy presented to the court, applies for a debt relief order under section 251A of the Insolvency Act 1986, has been made subject to an application for an interim order under section 253 of the Insolvency Act 1986, has an interim receiver of its property appointed under section 286 of the Insolvency Act 1986, or dies;
- (c) the party has a receiver, manager or trustee appointed over, or any encumbrancer takes possession of, the whole or any part of its business or assets;
- (d) the party has taken any steps with a view to proposing or entering into any composition, compromise, voluntary arrangement, scheme of arrangement or any analogous procedure involving the party and its creditors or any class of them;
- (e) the party suspends or ceases to carry on business or any material part of its business or materially alters the nature of its business as conducted at the date of the Rvvup Agreement; or
- (f) an event occurs which is analogous to any of the foregoing events anywhere in the world.

Intellectual Property Rights means patents, trade marks, rights in designs, get-up, trade, business or domain names, copyrights including rights in computer software and databases (including database rights) and topography rights (in each case whether registered or not and, where these rights can be registered, any applications to register or rights to apply for registration of any of them), and where applicable any goodwill therein; and rights in inventions, know-how, trade secrets and other confidential information; and any other intellectual property rights which may exist at any time in any part of the world.

Merchant means the entity identified as the Merchant in the Application Information.

Merchant Acceptance Criteria means any merchant acceptance criteria set by Rvvup, a Payment Method Provider or Account Provider from time to time.



Merchant's Customer means any of the Merchant's customers (otherwise known as consumers and/or buyers and/or end users) involved in or making Transactions for goods and/or services purchased from the Merchant through the Merchant's Sites.

Merchant Identifier means the reference number that identifies the Merchant allocated to it by a Payment Method Provider.

Merchant Dashboard means the online portal made available by Rvvup to the Merchant through which the Merchant can access information and reporting about the Services, as further described in the User Guides.

Merchant's Sites means the Merchant's POS where a sale occurs, meaning the Merchant's physical store(s), website(s) and/or mobile application(s) as the case may be.

Non-Affected Party has the meaning given in Clause 19.2.1.

Payment Method means the payment method(s) applying to the Merchant's use of the Services as set out in the Merchant Dashboard from time to time.

Payment Method Provider means the third party identified in Schedule 1 which, in respect of a Payment Method, the Merchant has or intends to have a relationship for the purpose of payment authorisation and/or settlement services in relation to a Transaction.

Payment Method Rules means the collective set of bylaws, rules, regulations, operating regulations, procedures and waivers issued by or formed in relation to a Payment Method, including any amendment, addition or replacement over time.

PCI-DSS means the payment card industry data security standards which apply from time to time, which are at the date of the RVVUP Agreement issued by the PCI Security Standards Council, or any replacement standards to those standards.

Personal Data Breach means any unauthorised loss, corruption, damage, destruction, alteration, disclosure or access to any Personal Data.

Plugin also known as an 'extension' or 'add on' means functionality available on selected third party platforms which is approved by Rvvup through which the Merchant can access the Services.

Point of Sale or POS: A website, mobile phone application, or other software or system that the Merchant uses to receive payment for goods and services sold to a Merchant's Customer.

Quarter means each consecutive three (3) month period beginning on the Start Date.

Rvvup means Rvvup Limited (company registration number 12926115).

Rvvup Agreement means the Application Information, Fee Information and these Rvvup Merchant Terms together with their schedules.

Rvvup Intellectual Property Rights means all Intellectual Property Rights in materials supplied by or for Rvvup in connection with the provision of the Services, including the API and API Data.

Rvvup Merchant Terms means these Rvvup Merchant Terms.



Related Party means employees, directors, officers, professional advisers, consultants, suppliers, subcontractors, agents or Payment Method Providers engaged by relevant party or any Affiliate of such party.

Services means the services described in Clause 3.1.

Start Date has the meaning given in Clause 2.1.

Transaction means a payment for goods or services the Merchant has provided which the Merchant's Customer has authorised the Merchant to charge to their account and which is to be processed and/or funded through a Payment Method, or (where supported by a Payment Method) any refund issued by the Merchant in relation to any such payment processed through a Payment Method.

27.1 Unless expressly provided otherwise, in the Rvvup Agreement:

27.1.1 references to Schedules, Clauses and sub-Clauses are to (respectively) schedules to, and clauses and sub-clauses of, the Rvvup Agreement (unless otherwise specified);

27.1.2 references to a person include an individual, a body corporate, partnership, state and an unincorporated association of persons;

27.1.3 references to a party to the Rvvup Agreement include references to the successors, assigns or transferees (immediate or otherwise) of that party;

27.1.4 use of the words: (a) "other", (b) except in relation to the computation of periods of time, "includes" or "including", or (c) similar words or phrases, do not connote limitation in any way;

27.1.5 each reference to a document is a reference to that document as amended from time to time; and

27.1.6 a reference to "writing" or "written" shall include email.

27.2 If there is any conflict or inconsistency between any of the provisions in the documents comprising the Rvvup Agreement, it shall be resolved by applying the provisions in the following order of precedence: (i) these Rvvup Merchant Terms; (ii) the Application Information; (iii) the Fee Information; (iv) the Schedules, unless the relevant provision is expressly stated to take precedence over the other parts of the Rvvup Agreement.

Schedule 1

Payment Method Providers

Payment Method	Payment Method Provider
Clearpay	Clearpay Finance Limited
Open Banking – Payment Initiation	Yapily Connect Limited and Yapily Limited
PayPal	PayPal (Europe) S.à r.l. et Cie, S.C.A.



Schedule 2

Payment Method Specific Terms

1 Introduction

- 1.1 This Schedule sets out additional terms which apply to the Rvvup Agreement in relation to certain Payment Methods.
- 1.2 By entering into the Rvvup Agreement and using the Rvvup Services to connect to any of the Payment Methods referred to in this Schedule 2, the Merchant agrees to be bound by these additional terms.

2 Open Banking – Payment Initiation

- 2.1 If the Merchant uses the Rvvup Services to connect to the Open Banking – Payment Initiation Payment Method then the terms set out in this Paragraph 2 apply.
- 2.2 Notwithstanding anything to the contrary in the Rvvup Agreement, the Merchant hereby acknowledges and agrees that, by purchasing and/or licensing the relevant Rvvup Services from Rvvup, it agrees to: (i) be bound by the provisions set out in this Paragraph 1; (ii) Yapily Limited's (**Yapily**) right to enforce any such provision against the Merchant; and (iii) Yapily Connect Limited's (**Yapily Connect**) right, or any of its affiliate's right, to enforce such provision against the Merchant.
- 2.3 On receiving any aggregated account information data or any other service provided by Yapily to Rvvup by means of its proprietary API technology (**Yapily API**) as part of the Rvvup Services (the foregoing inclusive of the Yapily API is collectively referred to as the **Yapily Service**), the Merchant undertakes that it shall not:
- (a) license, sell, rent, lease, transfer, assign, distribute, display, disclose, commercially exploit, or otherwise make the Yapily Services available to any third party;
 - (b) use the Yapily Services on behalf of a third party or to provide services to any third party other than the Merchant's end users (**End User**);
 - (c) use the Yapily Service for inclusion in any product and/or service which the Merchant sells or provide to any third party;
 - (d) copy, modify, create derivative works from, frame, mirror, republish or distribute all or any portion of the Yapily Service;
 - (e) reverse engineer all or any part of the Yapily Services;
 - (f) access all or any part of the Yapily Services in order to build a product or service which competes with or performs the same or similar functions as the Yapily Services;
 - (g) create a 'wrapper' for the Yapily Services by creating an application which re-implements or duplicates all or a material part of the Yapily Services;
 - (h) mask or hide from us the identity of any application as it connects to and/or makes use of the Rvvup Services;
 - (i) access or attempt to access the Yapily Service except through the Rvvup Services;



- (j) remove any of Yapily's marks or proprietary notices;
 - (k) do anything to impair the functionality or availability of the Yapily Service;
 - (l) access, store, distribute, transmit or input any material into the Yapily Service that: (a) may damage Yapily's or any other person's computer systems, computing devices, software or data or which otherwise causes damage or injury to any person or property; (b) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (c) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or is otherwise illegal or facilitates illegal activity; or (d) infringes the third party intellectual property rights or privacy rights; and/or
 - (m) permit End Users to have direct access to the Yapily API.
- 2.4 The Merchant acknowledges that all intellectual property rights in the Yapily Services anywhere in the world belong to Yapily, that rights in the Yapily Services are licensed (not sold) to Rvvup which sublicenses such services to the Merchant, and that the Merchant has no rights in, or to, the Yapily Services other than the right to use them in accordance with the terms of these terms and the agreement to which they are attached.
- 2.5 The Yapily Services are provided on an "as is" and "as available" basis.
- 2.6 All other representations, warranties, terms and conditions (whether oral or written, express statutory or implied) including as regards satisfactory quality, merchantability, fitness for any particular purpose and availability, are excluded to the maximum extent permitted by law. Yapily does not give any guarantee in relation to accuracy, reliability, completeness, timeliness, availability, security or errors relating to the Yapily Services (including in particular account information).
- 2.7 No warranty is given that the Yapily Services will fit the Merchant's particular business needs or requirements. Yapily accepts no liability for delays, delivery failures or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.
- 2.8 Yapily takes no responsibility and excludes all liability for any losses suffered by the Merchant relating to the delivery to the Merchant and the Merchant's use of the Yapily Services by means of the Rvvup Services.
- 2.9 Where Yapily suspends or terminates the provision/licensing of the Yapily Services to Rvvup, such Yapily Services shall be suspended and/or terminated (as the case may be) with respect to the Merchant's access to the Rvvup Services. The Merchant shall have no claim and/or recourse against Yapily for such suspension and/or termination.
- 2.10 For the purposes of this clause "**End User Data**" means any data, information, content, or any other material owned by or licensed to the Merchant or any End User which is uploaded to, provided or input into the Yapily Services (directly or indirectly) via any means.
- 2.11 The Merchant hereby grants to Yapily a non-exclusive, royalty-free, perpetual, worldwide licence to host, use, copy, store, collect, process, transmit, retain, publish and display End User Data: (i) to the extent necessary for the purposes of the provision of any part of the Yapily Service to the Merchant and End Users; or (ii) to enable Yapily to perform its obligations to Rvvup, or under any third party licence.

- 2.12 Yapily Connect provides to its customers, the following services: (i) access to open banking services through its regulated licences (**TPP License**); (ii) consolidated information on one or more payment accounts held by End Users with one or more payment services providers (**AIS**); and/or (ii) initiating payment orders at the request of end users with respect to one or more payment accounts held by end users with one or more payment services providers (**PIS**). The provision of the TPP License, AIS and PIS is collectively referred to as the **Yapily Connect Services**.
- 2.13 Yapily Connect provides the relevant AIS and PIS in collaboration with Yapily, who acts as Yapily Connect's technical services provider by means of providing the Yapily API and Aggregation Services to the customers of Yapily Connect.
- 2.14 On receiving any sub-license to use the TPP License to access the open banking services which allows end-users to access AIS and PIS directly from Yapily Connect, the Merchant undertakes that it shall not:
- (a) license, sell, rent, lease, transfer, assign, distribute, display, disclose, commercially exploit, or otherwise make the Yapily Connect Services available to any third party;
 - (b) under any circumstances in any jurisdiction:
 - (i) provide or purport to provide AIS to the End User. In particular, the Merchant will not enable the End User to access their account information via the Merchant's application. However, (i) the End User may enable the Merchant to access their account Information in order that the Merchant may, for example, assess the financial standing of the End User; and/or (ii) the Merchant may redirect the End User to receive AIS provided by Yapily Connect, provided that the Merchant does so in accordance with Applicable Law; and/or
 - (ii) provide or purport to provide PIS to the End User. In particular, the Merchant will not enable the End User to initiate payment transactions via the Merchant's application. You may, however, redirect the End User to receive PIS provided by Yapily Connect, provided that the Merchant does so in accordance with applicable law.
- 2.15 Where the Merchant redirects the End User to receive the Yapily Connect Services provided by Yapily Connect, the Merchant:
- (a) will not interfere with Yapily Connect's provision of the Yapily Connect Services to the End User in any way;
 - (b) will notify End Users that they are being redirected to Yapily Connect, and that the Yapily Connect Services are not being provided by or in conjunction with the Merchant;
 - (c) will make it clear that the End User is contracting directly with Yapily Connect only in order to receive the Yapily Connect Services.

For the purposes of this Paragraph 1.15, "End User" means the ultimate consumer or Payment Service User (PSU) defined by the Payment Service Regulations 2017 (SI 2017/752) as a natural or legal person making use of a payment service in the capacity of payer, payee, or both.



- 2.16 You acknowledge that all intellectual property rights in the Yapily Connect Services anywhere in the world belong to Yapily Connect, that rights in the Yapily Connect Services are licensed (not sold) to Rvvup which sublicenses such services to the Merchant, and that the Merchant has no rights in, or to, the Yapily Connect Services other than the right to use them in accordance with the terms of these terms and the agreement to which they are attached.
- 2.17 The Yapily Connect Services are provided on an "as is" and on an "as available" basis.
- 2.18 All other representations, warranties, terms and conditions (whether oral or written, express statutory or implied) including as regards satisfactory quality, merchantability, fitness for any particular purpose and availability, are excluded to the maximum extent permitted by law. Yapily Connect does not give any guarantee in relation to accuracy, reliability, completeness, timeliness, availability, security or errors relating to the Yapily Connect Services (including in particular account information).
- 2.19 Yapily Connect does not warrant that the Yapily Connect Services will fit the Merchant's particular business needs or requirements. Yapily Connect accepts no liability for delays, delivery failures or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet.
- 2.20 Yapily Connect takes no responsibility and excludes all liability for any losses suffered by the Merchant relating to the delivery to the Merchant and the Merchant's use of the Yapily Connect Services by means of the Rvvup Services.
- 2.21 Where Yapily Connect suspends or terminates the provision/licensing of the Yapily Connect Services to Rvvup, such Yapily Connect Services shall be suspended and/or terminated (as the case may be) with respect to the Merchant's access to the Rvvup Services. You shall have no claim and/or recourse against Yapily Connect for such suspension and/or termination.
- 2.22 For the purposes of this Paragraph 1.22, **End User Data** means any data, information, content, or any other material owned by or licensed to the Merchant or any End User which is uploaded to, provided or input into the Yapily Connect Services (directly or indirectly) via any means. You hereby grant to Yapily Connect a non-exclusive, royalty-free, perpetual, worldwide licence to host, use, copy, store, collect, process, transmit, retain, publish and display End User Data: (i) to the extent necessary for the purposes of the provision of any part of the Yapily Connect Service to the Merchant and End Users; or (ii) to enable Yapily Connect to perform its obligations to the Merchant, or under any third party licence.