



Rvvup Limited SaaS Terms

1 Glossary

- 1.1** The definitions used in this Agreement and rules about how to interpret it are set out in Clause 23 (**Glossary**).

2 Provision of Rvvup Services

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

3 The Services

- 3.1** In consideration of payment by the Merchant of the and agreeing to comply with these Product Terms, Rvvup grants the Merchant a limited, non-exclusive, non-transferable, revocable licence, without the right to sublicense, to access and use the Services (and the Guidance Documentation in connection with the Services) in the UK in accordance with these Product Terms.
- 3.2** 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.
- 3.3** 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 Merchant Obligations

4.1 The Merchant shall:

- 4.1.1** 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;
- 4.1.2** only use the Services for its business purposes and as specifically permitted in the Agreement;
- 4.1.3** not make the Services available to any third party or use the Services on behalf of a third party;
- 4.1.4** be responsible for integrating its systems with the API in accordance with the standards set out in the Guidance Documentation;
- 4.1.5** only access the API using the API Credentials;
- 4.1.6** keep the API Credentials secure and not disclose it to any other person;
- 4.1.7** comply with any limits Rvvup puts on the number and frequency of API requests from time to time;



4.1.8 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;

4.1.9 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;

4.1.10 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);

4.1.11 not distribute, licence, sell, rent, lease or otherwise deal in or encumber the API or the Services;

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

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

4.2 When using the Dashboard, the Merchant shall:

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

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

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

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

5 **Merchant Data**

5.1 The Merchant acknowledges and agrees that Rvvup is not responsible for the retention of any Merchant Data. The Merchant is responsible for keeping records as may be required by Applicable Law or any 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.

5.2 Rvvup may use data derived from the Merchant Data, including, any input the Merchant submits into the Services and any outputs generated by or resulting from the Merchant's

inputs, to improve and/or develop its products and/or services for the benefit of its business and/or the generality of its Merchants.

6 Fees and Payment

6.1 The Merchant shall pay the Fees for the Services.

6.2 The Fees are due [●].

6.3 All amounts payable under or provided for in the Agreement shall be exclusive of VAT.

6.4 Where any sums due under the 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.

7 Warranties

7.1 Each party warrants that:

7.1.1 it is duly organised and validly existing under the laws of the jurisdiction of its incorporation and has been in continuous existence since establishment;

7.1.2 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 Agreement;

7.1.3 it shall cooperate with the other in all matters relating to the Services; and

7.1.4 it shall perform its obligations under the Agreement in accordance with Applicable Law.

7.2 The Merchant warrants that it will at all times during the term of the Agreement comply with the Guidance Documentation and Acceptable Use Policy.

7.3 Rvvup warrants that it will perform the Services with reasonable care and skill.

8 Indemnities

8.1 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:

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

8.1.2 any claim brought against Rvvup by any third party in connection with the Merchant's use of the Services;

8.1.3 any breach of Clause 4 (Merchant Obligations);

8.1.4 any breach of Clause 12 (Confidentiality);

8.1.5 any breach of Clause 13 (Personal Data); and

8.1.6 any misuse of the Rvvup Intellectual Property Rights.

9 **Limitations of Liability**

9.1 The Merchant:

9.1.1 accepts responsibility for the selection of the Services to achieve its intended results and that the Services have not been developed or designed to meet or support its individual requirements; and

9.1.2 is responsible for ensuring that its use of the Services complies with Applicable Laws.

9.2 Nothing in the 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.

9.3 Except as expressly stated otherwise in the Agreement and subject to Clause 9.1, all warranties and representations whether explicit or implied by statute, common law or otherwise are excluded.

9.4 Subject to Clause 9.1, neither party is liable to the other for any of the following (whether direct or indirect):

9.4.1 loss of profit;

9.4.2 loss of or corruption to data;

9.4.3 loss of business;

9.4.4 loss of opportunity; or

9.4.5 harm to reputation or loss of goodwill.

9.5 Subject to Clause 9.1, Rvvup is not liable for any loss arising:

9.5.1 from any Force Majeure Event;

9.5.2 from the Merchant's use of a Plugin; and

9.5.3 from any act or omission where Rvvup reasonably believes that act or omission is necessary to prevent a crime or comply with Applicable Law.

9.6 Subject to Clause 9.1, Rvvup's maximum total liability under or in connection with the Agreement in each Year in respect of all claims in the relevant Year shall be the greater of:

9.6.1 the amount of Fees paid by the Merchant to Rvvup in that Year; or

9.6.2 four thousand pounds (£4,000).

10 **Term, Termination and suspension**

10.1 The Agreement begins on the Start Date and continues until either party ends it in accordance with the provisions of this Clause 10.

10.2 The Merchant may terminate the Agreement at any time by providing written notice to Rvvup.



- 10.3 Rvvup may terminate the Agreement in whole or in part for any reason by providing the Merchant with at least one (1) month's written notice.
- 10.4 Rvvup may suspend or terminate the Agreement in whole or in part with immediate effect by notifying the Merchant if:
 - 10.4.1 the Merchant commits a material breach of any of the terms of the 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;
 - 10.4.2 the Merchant fails to pay the Fees when due;
 - 10.4.3 the Merchant suffers an Insolvency Event;
 - 10.4.4 the Merchant breaches any of the warranties given in Clause 7 (Warranties);
 - 10.4.5 Rvvup reasonably believes it is not able to continue providing the Services due to security concerns;
 - 10.4.6 Rvvup deems it necessary to do so in order to comply with Applicable Law (including instances where Rvvup suspects fraud or any criminal activity);
 - 10.4.7 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;
 - 10.4.8 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
 - 10.4.9 a Force Majeure Event continues for a period of at least ten (10) Business Days.
- 10.5 If the Agreement is terminated:
 - 10.5.1 the Merchant must stop using the Services, the API and API Data;
 - 10.5.2 any licences granted by a party pursuant to the Agreement shall terminate;
 - 10.5.3 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 14.2 but may retain a copy of any Confidential Information required to do so by Applicable Law; and
 - 10.5.4 the termination will not affect any provision of the Agreement that is intended to come into force or continue in force following termination.

11 **Intellectual Property**

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

12 Confidentiality

12.1 Any Confidential Information disclosed by one party to the other party in the performance of the Agreement will be treated by the recipient as confidential and, subject to Clauses 12.2 to 12.4 below, the recipient shall not:

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

12.1.2 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 Agreement.

12.2 Notwithstanding Clause 12.1 above, the receiving party may disclose Confidential Information to its Related Parties, but only:

12.2.1 to those Related Parties who strictly need to know the Confidential Information for the purpose of performing the receiving party's obligations under the Agreement except that, subject to Rvvup complying with the remainder of this Clause 12.2, Rvvup may share Confidential Information with its Affiliates in the ordinary course of business; and

12.2.2 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 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.

12.3 The provisions of Clauses 12.1 and 12.2 above shall not apply to any Confidential Information which:

12.3.1 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 Agreement);

12.3.2 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;

12.3.3 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);

12.3.4 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

12.3.5 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.

- 12.4 The provisions of Clauses 12.1 and 12.2 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:

12.4.1 to publish directories of merchants accepting using the Services; and

12.4.2 for its legitimate business purposes, including product development, assessment, testing and analysis, including for the purposes set out in Clause 5.2.

- 12.5 Each party undertakes in relation to the other party's Confidential Information:

12.5.1 not to copy, reproduce or reduce to writing any part thereof except as may be reasonably necessary for performance of the Agreement; and

12.5.2 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.

13 **Personal Data**

- 13.1 For the purposes of the Agreement, Rvvup and the Merchant are deemed to be separate Controllers, in respect of the Processing of Personal Data in connection with the Agreement.

- 13.2 Information about how Rvvup Processes Personal Data is set out in the Rvvup Privacy Notice available at: www.rvvup.com/privacy

13.3 **Obligations as the Parties as Controllers of Personal Data**

13.3.1 Each party shall comply with Data Protection Laws and shall not by its act or omission cause the other party to breach Data Protection Laws.

13.3.2 Without prejudice to the general obligation at Clause 13.3.1 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 Protection Laws.

13.4 **Personal Data Breaches**

13.4.1 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.

13.5 Transfers of Personal Data outside the UK

13.5.1 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.

14 Notices

14.1 Except as expressly stated otherwise in the Agreement, any notice to be given under or in connection with the Agreement shall be in writing in the English language and addressed as provided in Clause 14.2 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 Dashboard.

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

Contact: Legal Department

Address: 7 Savoy Court, London, WC2R 0EX

E-mail Address: legal@rvvup.com

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

14.4 The Merchant may change its contact details for the purposes of notices to be served under the Agreement by updating such details via the Dashboard.

14.5 Rvvup may change its contact details for the purposes of notices to be served under the Agreement by notifying the Merchant.

14.6 Unless otherwise provided, a notice delivered by email or through the 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.

15 Force Majeure

15.1 Neither party shall be obliged to perform its obligations under the Agreement to the extent that it is prevented, hindered or delayed in its performance by the Force Majeure Event.

- 15.2 The party affected by the Force Majeure Event (**Affected Party**) shall:
- 15.2.1 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 Agreement;
 - 15.2.2 use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under the Agreement; and
 - 15.2.3 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 Agreement.
- 16 **Transfers**
- 16.1 The Merchant shall not transfer, assign or sub-contract any of its rights or obligations under the Agreement without the prior written consent of Rvvup.
 - 16.2 Rvvup may transfer, assign or sub-contract any of its rights or obligations under the Agreement.
- 17 **Third party rights**
- 17.1 Except as expressly stated in the Agreement, no term of the Agreement is intended for the benefit of any third party, and the parties do not intend that any term of the Agreement should be enforceable by a third party either under the Contract (Rights of Third Parties) Act 1999 or otherwise.
 - 17.2 If a person who is not a party to the 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 Agreement (and any documents entered into pursuant to or in connection with it) without the consent of that person.
- 18 **Non-Waiver**
- 18.1 If either party waives any of its rights under the Agreement, it does not mean that it will waive that right in the future.
- 19 **Severability**
- 19.1 If any clause in the 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).
- 20 **Changes**
- 20.1 Rvvup may change the terms and conditions of the 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 Agreement at any time before the proposed changes come into force by notifying Rvvup.
- 21 **Entire Agreement**
- 21.1 The Agreement constitutes the entire agreement, and supersedes any previous agreements, between the parties relating to the subject matter of the Agreement. Each party acknowledges

that it has not relied on or been induced to enter into the Agreement by a representation other than those expressly set out in the 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 Agreement.

22 **Governing Law and Jurisdiction**

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

23 **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.

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

Affected Party has the meaning given in Clause 15.2.

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

Agreement means the Fee Information and these Product Terms together with their schedules.

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.

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.

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

Confidential Information means the 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, Merchants, trading practices or suppliers) relating to either party or any of their Affiliates obtained in connection with the Agreement, whether in oral, tangible or in documented form.

Merchant means the entity Rvvup has agreed to provide the Services to.

Merchant Data means any data inputted by the Merchant, Permitted Users or otherwise on the Merchant's behalf for the purpose of using the Services or facilitating the Merchant's use of the Services.

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 Guidance Documentation.

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.

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 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 Merchant 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 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.

Non-Affected Party has the meaning given in Clause 15.2.1.

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.

Product Terms means these terms.

Rvvup means Rvvup Limited (company registration number 12926115).

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.

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

Services means the services provided by Rvvup to the Merchant under this Agreement through the APIs (or any other method notified to the Merchant from time to time) as more particularly described in the Guidance Documentation.

Start Date has the meaning given in Clause 2.1.

Year means each consecutive twelve (12) month period beginning on the Start Date.

23.1 Unless expressly provided otherwise, in the Agreement:



- 23.1.1 references to Schedules, Clauses and sub-Clauses are to (respectively) schedules to, and clauses and sub-clauses of, the Agreement (unless otherwise specified);
 - 23.1.2 references to a person include an individual, a body corporate, partnership, state and an unincorporated association of persons;
 - 23.1.3 references to a party to the Agreement include references to the successors, assigns or transferees (immediate or otherwise) of that party;
 - 23.1.4 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;
 - 23.1.5 each reference to a document is a reference to that document as amended from time to time; and
 - 23.1.6 a reference to “writing” or “written” shall include email.
- 23.2 If there is any conflict or inconsistency between any of the provisions in the documents comprising the Agreement, it shall be resolved by applying the provisions in the following order of precedence: (i) these Product Terms; (iii) the Fee Information, unless the relevant provision is expressly stated to take precedence over the other parts of the Agreement.