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Terms and conditions

Version: 1.6

Welcome to Dojo

This document sets out the **terms** that apply to our **services**. Please read it carefully. For ease of use, we have split it into these sections:

- Section A – General terms and conditions
- Section B – Our 'acquiring services' terms and conditions
- Section C – Our 'card machine services' terms and conditions

The **agreement** between you and us is made up of these **terms**, the **application documents**, the **fees schedule** and any other document we say forms part of the **agreement**. If there is any contradiction between them, the following priority will apply:

1. the **application documents**
2. the **fees schedule**
3. these **terms**.

We may update these **terms** and the **fees schedule** from time to time.

Words and phrases in bold type have the meanings we give them in the glossary at the end unless we say otherwise.

You enter into the **agreement** by electronically signing the **application documents**. By doing so, you agree to be bound by the **agreement**, including these **terms**.

PLAIN LANGUAGE COMMISSION
CLEAR ENGLISH STANDARD

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Section A – General terms and conditions

Getting started

1. Parties to the agreement

Dojo is a trading name of Paymentsense Limited. The **agreement** is between Paymentsense Limited (company number 06730690, registered office address The Brunel Building, 2 Canalside Walk, London W2 1DG, authorised and regulated by the Financial Conduct Authority with firm reference numbers 900925 and 738728) and you, the **person** shown as the 'legal entity' in the **application documents**.

2. Contacting each other

You can contact us by:

- emailing us at support@dojo.tech
- phoning us on 0800 044 3550
- messaging us on the **customer portal** (where available)
- writing to us at Runway East, 101 Victoria Street, Bristol BS1 6PU.

We will normally contact you by email, so please ensure you regularly check your inbox. We may also contact you using the **customer portal**, by post, by SMS or by phoning you. We will use the most recent contact details you have given us. If we need to contact you about fraud or security, we will use the fastest and most secure way (for example, we may phone you or send an SMS).

To improve our service standards, we may record and monitor phone conversations you have with us.

Any legal notices under the **agreement** must be sent by email or by pre-paid post to our registered office address at The Brunel Building, 2 Canalside Walk, London W2 1DG. Notices sent by email will be regarded as served at the time of transmission and notices sent by post will be regarded as served 2 **business days** after posting.

The **agreement** and any communications we send you will be in English. You can ask us to email you a copy of the **agreement** at any time. These **terms** are also available on the **Dojo website**.

3. Eligibility

The **agreement** comes into force when you electronically sign the **application documents**, but we will not provide any **services** until we are satisfied you meet our eligibility criteria, as explained below.

You can only use our **services** if:

- you are a legitimate business in the UK or a UK resident over 18 who has a legitimate business in the UK
- you are liable to pay UK tax
- UK law applies to you
- you pass our eligibility checks.

To use our **services**, you will need to register with us. To register, you must provide information about yourself and your business. We (or third parties such as credit reference agencies) will then carry out checks, including:

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- Know Your Customer' checks, to prevent fraud and money laundering
- a credit assessment, which includes using statistical methods to assess your and your business's creditworthiness
- checks against our criteria (including the requirements of the **card schemes**).

We may ask you for more information to complete these checks and may contact your bank, building society or other referees to help us do so. We may also make similar checks at any time while the **agreement** lasts.

We may set special conditions you will need to meet. If you meet our eligibility criteria and any special conditions we set, we will complete your registration and start providing you with our **services**.

4. Keeping us updated

You must tell us in advance, or as soon as possible afterwards, if any of your contact details change. Otherwise, we will not be responsible if you do not receive information or notices from us on time or at all.

You must tell us in advance if any other information you have given us changes. This includes a change in your business (e.g. regarding the type of activities it does; the goods and services it provides; its control or that of any company that owns it; its trading terms, directors or partners; its legal status or address; its legal or trading name; if it stops trading under the legal or trading name you gave us; or any sale or disposal of a material part of it).

To meet our obligations under **applicable law** or the **card scheme rules** or so we can assess our risk under the **agreement**, we (or someone acting for us) may need to ask you for more information. You must give it quickly when asked to do so and within any timescale we set.

5. Using the customer portal

You can manage your **services** through the **customer portal** via a web browser or the **Dojo app**. Separate terms apply, which are available on our website.

If you use the **Dojo app**, please download its latest updates, software and version as soon as they are available.

6. Your authorised users

You can ask us to authorise other people to access information about the **services** and give us instructions about them on your behalf. You must get their permission to give us their details before you do so. You must tell anyone you ask us to authorise that we (or other third parties) may carry out checks, including identity checks, before we authorise them or while they are an **authorised user**. We reserve the right not to authorise other people, and to limit the number of **authorised users**.

You and any **authorised users** can take certain actions and give certain instructions about the **services**. **Authorised users** will be acting on your behalf – we do not have an agreement with them. We will treat all actions and instructions by your **authorised users** as if you had given them or carried them out.

It is your responsibility to ensure each **authorised user** complies with the **agreement**. You must give a copy of the **agreement** to any **authorised users**. You must tell us if you wish us to cancel or amend an **authorised user's** authority, for example if they leave your employment or partnership.

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7. Large corporation opt-out

If you are a **large corporation**, you agree that regulations 40 to 62 inclusive, 66(1), 67(3), 67(4), 75, 77, 79, 80, 83, 91, 92 and 94 of the Payment Services Regulations 2017 do not apply to the **agreement**.

8. The services

We will provide you with the **services** you have chosen to receive, as shown on your **application documents** and later changed in line with Section A, condition 31.

We will provide the **services** in line with the **agreement**, **applicable law** and the **card scheme rules**, and with reasonable care and skill.

9. Termination of existing services

If you terminate an agreement you have with another card processing service provider to use our **services** instead, we may agree to reimburse the amount of any termination fee (up to £3,000) that you are legally obliged to pay them. If you would like us to do that, you must tell us and give us evidence that a termination fee was demanded and paid, within 4 months of the date on which you start using our **services**. We will never be responsible for your failure to terminate an existing agreement or for any liability you may incur as a result of terminating it (except any reimbursement of a termination fee we agree to make).

What you pay us

10. Payment of charges

You must pay us the **charges** in line with the **agreement**. The **charges** are immediately due and payable to us when we provide the relevant **service** to you or as otherwise set out in your monthly invoice.

We may collect our **charges** from your **nominated account** using your direct debit instruction or by setting off our **charges** against amounts we transfer to you in line with Section A, condition 11.

You can view your current **charges** on the **fees schedule**. Our **charges** for your **Dojo acquiring services** cover interchange fees (the fees paid to the **card issuer** for a **card transaction** made on a **card**) and **card scheme** fees as well as the fees you pay us for your **Dojo acquiring services**. The interchange fees will be cheaper for some **card transactions** than others. The **agreement** sets out the different types of **card transaction** and the interchange and **card scheme** fees that apply to them. We make the same charge across certain categories of **card**, regardless of the **card transaction** type processed. This means we make more money on the **charges** for some **card transactions** than on others. By entering into the **agreement**, you agree to us taking this blended approach to our **charges**.

We may require you to make additional payments to us from time to time, including for:

- reimbursement of **chargebacks**
- the amount of any **refunds** issued, if not already deducted
- the amount of any overpayments we make to you
- the amount of any **charges**, fines, **assessments** or other charges payable by us to a **card scheme** or any other person as a result of your failure to comply with **PCI DSS**, the **card scheme rules** (or as may otherwise be applied by the **card schemes**, including regarding a potential data compromise), **applicable law** or the **agreement**
- any other sums due and payable by you under the **agreement** or because of **applicable law**.

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We may charge interest on unpaid sums at 4% per year above the Bank of England base rate from time to time. Interest will accrue on a daily basis.

We may charge you a minimum monthly rate regarding certain aspects of the processing of **card transactions** (the **minimum monthly payment**) as set out in the **fees schedule**. This is the minimum you agree to pay us every month for those **services**, regardless of the volume or value of **card transactions** you process in a given month.

11. Our right of set-off

At any time, we may set off any **charges** or other amounts you owe us against any sum we owe you, without giving you notice first. This includes any amount due in the future, unliquidated (meaning the exact amount owed cannot yet be ascertained) or contingent (meaning it depends on something happening before it becomes due). Set-off may also include us deducting our **charges** and any other amounts you owe us from the amounts we transfer to you.

Our rights of set-off are in addition to any other rights or remedies we have under the **agreement** or **applicable law**.

All payments you make to us regarding the **agreement** must be without set-off or deduction.

12. Your direct debit instruction

You must set up and maintain throughout the duration of the **agreement** (and for 13 months after it ends) a valid, unconditional direct debit instruction authorising the provider of your **nominated account** to pay us any amounts you owe us under the **agreement**.

If you intend to change your **nominated account**, you must give us at least 2 **business days**' notice (unless we tell you otherwise) and you will need to complete a new direct debit instruction accordingly.

You will be liable for any charges imposed by the provider of your **nominated account** for an unpaid direct debit. We may also charge a direct debit failure fee, which is set out in the **fees schedule**.

13. Invoices

We will give you a monthly invoice by email or in the **customer portal**. It sets out certain information about your **services**, **card transactions** and **charges**.

You can ask us to provide your monthly invoice and any credit notes on paper as well as by email or in the **customer portal**. We may make a charge for paper billing, which is set out in the **fees schedule**.

If you think there is a mistake in an invoice, you have 2 months from the invoice date to notify us or you will lose the right to challenge the invoice.

Security and data

14. Confidentiality

You must treat all information about us, our business and the **agreement** (including **cardholder data** or **card transaction data**) as confidential. Unless stated otherwise in the **agreement**, you must not disclose the information to any third party unless required by **applicable law** or unless we say it is OK to do so.

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We will treat as confidential all information of a confidential or proprietary nature that you give us regarding the **agreement**. We will use it only in line with our **privacy policy** and as required by the **agreement**, **applicable law** and the **card scheme rules**.

When managing your **services**, we and third parties we appoint may make searches at credit reference agencies or other data aggregators, which they may record. We and such third parties may disclose to them information, including on how you run your business. If you give false or inaccurate information, or fraud or potential fraud is detected, the information may be disclosed to fraud prevention agencies.

15. Cardholder data, PCI DSS and cooperation

You (and any third party whose use we approve in connection with storing, transmitting or processing **card transaction data**) must have in place technical and organisational measures that ensure an appropriate level of security for processing **card transaction data** and **cardholder data**. You and the third party must protect that data against accidental or unlawful destruction or alteration, accidental loss and unauthorised disclosure, access or processing.

You must not retain or store magnetic stripe, CVV/CVC2, or PAN (long card number) data after **authorisation** has been requested for a **card transaction**.

We are responsible for meeting the latest applicable version of **PCI DSS** as dictated by the Payment Card Industry Security Standards Council as far as it relates to the **services**. You must comply with **PCI DSS** and any changes made to **PCI DSS**. You must confirm your compliance and follow any instructions we give you regarding **PCI DSS**.

To help you manage your **PCI DSS** compliance, we will give you phone and email support to confirm your compliance with **PCI DSS** and complete your **PCI DSS** self-assessment questionnaire and ASV scans (where required) and we may give you access to an online portal to help you with that (the **PCI management services**).

We may charge a fee for the **PCI management services**, which is included in the secure transaction fee and is set out in the **fees schedule**. You must use the **PCI management services** to receive our **services**. There's more about them in the **operating guide**.

If we reasonably believe you are not complying with **PCI DSS**, we will notify you. You will need to promptly remedy areas of non-compliance that we tell you about within the time period we specify in the notice. We may charge a fee for non-compliance, which is set out in the **fees schedule**.

At any time, if you know or suspect that **card transaction data** or **cardholder data** has been compromised, you must notify us immediately and provide all cooperation and help that we, the **card schemes** or government agencies may need.

If you have told us about a data compromise or suspected data compromise – or if we reasonably suspect (including where we are told by a **card scheme** that they suspect) that you have (or any third party we have approved your use of has) suffered a data compromise – we may require you to instruct an industry-approved forensic assessor to carry out a forensic investigation of it. You must do so at your own cost within the timescale we give you. You also agree that the industry-approved forensic assessor can give us any report they produce and that you will comply with all the recommendations they make to improve your data security.

16. Processing of data

You and we act as 'controllers' regarding the processing of **cardholder data** in compliance with **data protection laws**. You acknowledge that you and we must each provide a notice to **data subjects** meeting the requirements of **data protection laws** (including the information referred to in Articles 13 and 14 of the **GDPR**). You also acknowledge that

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you and we must give each other such assistance and cooperation as is reasonably needed to enable you and us to comply with obligations imposed by **data protection laws** regarding the processing of the **cardholder data**.

17. Personal data

We will use any personal information we obtain about you in connection with the **agreement** in line with our **privacy policy**. This includes information you give us or we obtain from other sources. To learn more, please read our **privacy policy** on our website.

You give your consent to us accessing, processing and retaining your personal information for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under **data protection laws**.

Your obligations

18. Compliance

You must comply with **applicable law**, the **card scheme rules**, **PCI DSS** and our **operating guide**.

You must not use any service provider that will have access to **cardholder data** or **card transaction data** unless we have given our prior written permission for you to do so and you have ensured the service provider is compliant with **PCI DSS**.

You must not use the **services** (directly or indirectly) in a way that breaches **applicable law**, for any illegal purpose or in a way we reasonably believe might harm our ability to provide the **services**.

At your own cost, you must give us all information and assistance we may reasonably require regarding any **card transaction**.

19. Keeping your security details safe

You are responsible for your security details, including any usernames, passwords, supervisor codes and other codes used to access the **customer portal**, the **PCI management services** and any other aspect of the **services**.

You must not share your security details with anyone other than **authorised users**, where appropriate. You must take all reasonable steps (and ensure that **authorised users** do the same) to keep the security details safe, e.g. not storing them on a device that is not password protected and not storing them on a public network.

If you think your security details are known to an unauthorised person, you must tell us immediately.

You must not allow anyone who is not you or an **authorised user** to have access to the **customer portal** or the **PCI management services**.

20. Promotional materials

You must display in your premises and in any promotional materials (including on your website) any material we ask you to display. This will include the logos of the **card schemes**.

You must not refer to or use in your premises or promotional materials any of our or the **card schemes' intellectual property rights** without our prior written consent. You must never indicate that we or any **card scheme** endorses your business activities or the goods and services you provide.

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21. Collateral funds

At any time, we may require you to provide collateral, or additional collateral, in a form we may specify if we decide (in our sole discretion) we need it as security for you performing your obligations under the **agreement** regarding liabilities including **chargebacks**, **refunds** and penalties. Title to the collateral would at all times be vested in us. You would not be entitled to receive interest on it. If we require collateral, we will contact you and give you the opportunity to end the **agreement** rather than provide the collateral.

What happens if something goes wrong?

22. Our responsibility to you

Subject to the rest of this condition, if we fail to correctly transmit the **card transaction data** to the **card scheme** or the **card issuer**, we will complete the processing as soon as practicable after receiving notification from you of the relevant failure or delay. We will also reimburse you for any charges and interest you had to pay as a result of the incorrect transmission of the payment order, provided you let us know as soon as possible (and no later than 13 months after the intended date of the relevant **card transaction**).

We will not be liable to you if we cannot carry out our responsibilities under the **agreement** as a result of:

- any abnormal or unforeseeable circumstances beyond our reasonable control. This includes:
    - any machine, data-processing system or transmission link failing to work for reasons beyond our reasonable control
    - any ending or interruption of any part of the **services** due to a third party's act or omission
    - any industrial dispute
    - any natural disaster, other party's strike or lockout, war, invasion of armed forces, insurrection or other event beyond our control
- taking steps to comply with any **applicable law**, the **card scheme rules** or the requests of a regulator or government agency
- your failure to provide complete or correct **card transaction data**
- following or relying on the instructions of you or an **authorised user**
- withholding or delaying any transfer in line with the **agreement**
- your negligence or breach of the **agreement**.

We will not be responsible to you for failure of the **services** due to planned or unplanned downtime. We may suspend any of the **services** from time to time for maintenance or other practical reasons. We will try to give you notice of such things.

We will not be responsible to you in any circumstances for losses arising under or in connection with the **agreement** that are indirect or are a direct or indirect loss of income, profit, goodwill, business contracts, opportunities, anticipated savings or damage to your reputation.

23. Limit of liability

The maximum aggregate total liability we will have to you under or in connection with the **agreement** for any claim or series of related claims will be the amount of the **charges** you have paid us in the 12 months immediately before the event, or series of connected events, giving rise to the claim or series of related claims.

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However, nothing in the **agreement** removes or limits our liability for death or personal injury resulting from our negligence or from fraud or fraudulent claims or statements, or any other liability that cannot be removed or limited by **applicable law**.

24. Your indemnity

You agree to indemnify (meaning fully protect) us against all claims, losses, costs, expenses and liabilities we may suffer or incur that arise from or relate to:

- any claim regarding a **card transaction** between you and a **cardholder**
- any **chargeback**
- any **assessment**
- any breach of the **agreement** by you (or any **authorised user**, employee or anyone else acting on your behalf)
- your breach of or non-compliance with **applicable law** or the **card scheme rules**.

25. Complaints

If you have a complaint about our **services**, please contact us by:

- emailing us at support@dojo.tech
- phoning us on 0800 044 3550, during the hours set out in the **operating guide**, or
- writing to us at Dojo Complaints Team, The Brunel Building, 2 Canalside Walk, London W2 1DG.

If we do not resolve the complaint to your satisfaction, you may be able to refer it to the Financial Ombudsman Service. For details of their service and how to refer a complaint to them, please go to their website at www.financial-ombudsman.org.uk or write to them at Exchange Tower, Harbour Exchange, London E14 9SR.

You may also complain to the Financial Conduct Authority. For details of how to do this, go to their website at www.fca.org.uk.

Ending the agreement

26. Duration and termination

The **agreement** will continue until you or we end it and may have a minimum term as set out in the **application documents**.

You can end the **agreement** or any **additional service** by giving us at least 1 month's written notice at any time.

Where you terminate the **agreement** earlier than the end of any minimum term set out in the **application documents**, you will need to pay an early account closure fee in addition to any fee charged for **equipment** that is not returned. The **fees schedule** sets out how you can calculate the early account closure fee.

Where you are unable to pay the early account closure fee, we reserve the right to take reasonable action (including enforcement action), which may include suspending the **services**, in accordance with Section A, condition 27.

We can end the **agreement** by giving you at least 2 months' written notice at any time. We can also end the **agreement** immediately if:

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- we reasonably suspect that the services are being used for purposes in connection with fraud, money laundering, terrorist financing or other unauthorised purposes
- we reasonably suspect you are submitting illegal **card transactions**
- the number of **chargebacks** you make is excessive, in our reasonable opinion
- you fail to confirm your compliance with **PCI DSS** within 2 months (or any longer period we may agree) of us first giving you notice of your obligation to do so, unless the **card schemes** require us to terminate the **agreement** sooner
- we reasonably suspect you are not complying with **PCI DSS**
- we have good reason to believe your use of our **services** could damage our reputation or goodwill or may harm us
- we reasonably believe you have given us inaccurate information or not given us information we have requested within a timeframe we set
- you have not kept us up to date in line with Section A, condition 4
- you have not given us any collateral we requested under the **agreement**
- you fail to maintain your direct debit instruction as required under the **agreement**
- you fail to pay your **charges** twice in a 12-month period
- we are not satisfied with the outcome of any periodic 'Know Your Customer' or other checks
- there's been a change in your business that we are unhappy about or regard as damaging to our brand, including a change in your ownership or the type of business activities you do or a change that means you are not, or are no longer, permitted or licensed to conduct your business activities
- you have broken the **agreement** in a serious or persistent way
- you have been declared bankrupt or insolvent (or are regarded as unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986), are being wound up or a similar event is in progress, or
- we have to do so under **applicable law**, court order or an instruction or requirement of an ombudsman or similar body or a **card scheme**. This includes circumstances in which you do something that may cause harm or loss to the goodwill of the **card schemes**.

27. Suspension of the services

We may suspend the **services** and your access to the **customer portal** immediately in the circumstances set out in Section A, condition 26. If we do this, we will tell you this has happened as soon as we can.

28. When the agreement has ended

If you or we end the **agreement**, the following will apply:

- you must not process any further **card transactions** or use our **intellectual property rights**. You will be responsible for disconnecting and removing all **equipment** and returning it as we direct
- you will have to pay us any **charges** that you incur or that become due up to the end of the notice period
- you will have to pay us the amount of any **chargebacks** or other amounts that become due during the notice period and after the end of the **agreement**
- we may hold a reserve for up to 180 days (or sometimes longer than this) and apply it to cover any **chargebacks** or other liabilities that may occur or become payable before or after the **agreement** ends. If the amount reserved is not enough to cover any amounts you owe us after the **agreement** ends, or amounts become due after we transfer the reserved money to you, you must pay us the additional amount when we ask you to
- we may notify the **card schemes** and certain other regulatory and governmental bodies of the reasons for the **agreement** ending.

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The termination of the **agreement** may also end any other agreements you have with us or through us with third parties. Please contact us if you would like more information.

Some of the **agreement** will remain in force after the **agreement** has ended, including Section A, conditions 12, 14-17, 21-23 and Section B, conditions 5-6.

Other legal odds and ends

29. Your agreement

As at the date of the **agreement** and during its term, you agree that:

- you, your directors and any **authorised users** you nominate are over 18
- you will comply with **applicable law** or the **card scheme rules** and will not do anything that may cause us not to comply
- you are authorised to enter into the **agreement** and carry out your responsibilities under it
- you are entitled to disclose any information you provide, including any additional information we may request in the future in line with the **agreement**
- all information you give us in connection with the **agreement** is true, accurate and not misleading.

30. Inspection and audit rights

We, our authorised representatives and the **card schemes** may do an inspection or audit of your business from time to time. We will normally give you notice of when we plan to do so (although we may not always be able to) and we will try to minimise inconvenience. We will try to comply with any reasonable security and confidentiality requirements you tell us about in advance.

Some of our possible reasons for such an inspection or audit are to help us to comply with any **applicable law**, and to check you are complying with the **agreement** (including checking the security measures you take to comply with your responsibilities), **applicable law**, the **card scheme rules** and **PCI DSS**.

You must give us, our authorised representatives and the **card schemes** access to the premises where your business trades (including your offices), and where your records, systems or stock are located so that we or they can:

- inspect your facilities, equipment, records, data and systems (including any computer system and software) relevant to the **agreement** and your use of the **services**, and
- take any copies.

You must give us, our authorised representatives and the **card schemes** any help that we or they may ask for. You must give honest and comprehensive answers to any questions we or they ask about your business.

31. Changes to the agreement

We may change an interest or exchange rate set out in the **agreement** without giving you notice of the change.

We may add **additional services** from time to time. The **additional services** may be subject to other terms and **charges** which we will tell you about. Where **additional services** are optional, we will not give you 2 months' notice of them and you can choose whether or not you receive them. Otherwise, we will give you 2 months' written notice of **additional**

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services. If you do not wish to receive the **additional services**, you can tell us through the **customer portal** (where available) or by email, and we will not provide them.

Occasionally we may be required to provide an **additional service** to comply with the **card scheme rules** or **applicable law**. If you tell us you do not wish to receive the **additional service** (as outlined above) or that you wish to terminate it in line with Section A, condition 26, then we may terminate the **agreement** in line with that condition.

You may request **additional services** or additional **equipment** by contacting us. We will tell you if we will provide the requested **additional services** or additional **equipment** and on what terms, including any charges.

We may agree other changes with you from time to time, for example in relation to your **charges**. We do not need to give you notice of those changes where they have been agreed with you before they take effect.

We may otherwise change the terms of the **agreement** by giving you at least 2 months' notice through the **customer portal** or by email. If you do not want to accept any change we tell you about, you can end the **agreement** at any time before the change takes effect. If you end the **agreement**, you will pay no **charges** from the termination date but will be liable for **charges** incurred up to that date, including a proportionate **minimum monthly payment**. If you do not end the **agreement**, we will assume you accept the changes.

32. Our intellectual property rights

We own or license all the **intellectual property rights** in our products and the **services**, for example in the content of the **customer portal**, our websites, software incorporated into a **card machine** or replacement **card machine**, and our logo. You may only use such **intellectual property rights** in your use of the **services**. Even so, you must never copy, reverse-engineer, modify or decompile any of our products or any aspect of the **services**.

33. General

Only you and we (and not any third party) have any rights under the **agreement**. The Contracts (Rights of Third Parties) Act 1999 do not apply to the **agreement**.

We may transfer, charge, dispose of, assign or subcontract all or part of our rights and obligations under the **agreement** to another organisation. If this happens, any references to 'we' or 'us' will mean that transferee. In the event of a transfer, you acknowledge and agree that information about you and your use of the **services** will be shared with the relevant transferee or appointee, to the extent necessary.

You may not transfer, charge, dispose of, assign nor subcontract any of your rights or obligations under the **agreement**.

If 2 or more persons are joint parties to the **agreement**, their responsibilities and obligations are joint and several, meaning we can look to more than one person jointly and to each person individually to fulfil them. We are entitled to accept instructions from each person. Notice given to one person will be regarded as having been given to all of them.

If we fail to insist that you perform any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that does not mean you do not have to perform those obligations or that we have waived our rights.

Each of the provisions of these **terms** operates separately. If any court or regulator decides that any provision is unenforceable, it will be treated as being modified as little as possible to make it valid and enforceable. The remaining provisions will remain in full force and effect.

Nothing in the **agreement** may be read as forming a partnership, joint venture or agency between you and us or between you and any **card scheme**.

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The **agreement** sets out the entire agreement between you and us. It replaces any previous written or verbal agreement between you and us regarding the matters dealt with in the **agreement**.

The **agreement** and any non-contractual obligations arising out of or in connection with it are governed by English law. You and we submit to the exclusive jurisdiction of the English courts.

Section B – Dojo acquiring services terms and conditions

1. Dojo acquiring services

When providing you with the **Dojo acquiring services**, we will:

- at the time of the purchase by a **cardholder** of goods or services from you, confirm with the relevant **card issuer** that the **card** may be used for the **card transaction**, that the **card** has not been blocked for any reason, and that there are sufficient funds available for the relevant **card transaction** (known as **authorisation**)
- transmit a payment order regarding the **card transaction** to a **card scheme** for onward transmission to a **card issuer** to enable the earmarking of funds by a **card issuer** in a **cardholder's** account for settlement. This will be processed in line with the relevant **card scheme rules** (including the time limits for transmission of payment orders)
- settle the **card transaction** in line with the **agreement** by transferring to you the value of a **card transaction** as set out in the **card transaction data** and as determined by the relevant **card scheme**
- process any **refunds** or **chargebacks** in line with the **agreement**.

You must only use the **Dojo acquiring services** in line with the **agreement** and by using the **card machine(s)** and any **SIM(s)** we provide.

We provide you with **card machines** and **SIMs** without charge so you can use the **Dojo acquiring services**.

2. Getting you your money

We will transfer all amounts due to you by bank transfer to your **nominated account**. You direct us to make this transfer: (i) by the end of the **business day** after a **card transaction** has been processed, unless due to technical difficulties or other unforeseen circumstances we are unable to achieve that timing, in which case (ii) as soon as possible but no later than the end of the third **business day** after a **card transaction** has been processed, or (iii) such other timeframe as we may agree with you in writing.

3. Instant transfers

We may be able to offer you an accelerated transfer of certain amounts due to you from time to time. If we can, you will see an instant transfer option in the App. You will be able to see the amount that you can request and the cost of the transfer before you request it.

To use instant transfers, your nominated account must be able to receive funds through the Faster Payments Scheme and you must not be in breach of this agreement. We will decide in our sole discretion if instant transfers are available to you and we may withdraw, suspend or place limits on your ability to use instant transfers at any time. We will place limits on the minimum and maximum instant transfer amounts and on the number of times in a day that an instant transfer request can be made. The limits will be shown in the App and we may change them from time to time.

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When you request an instant transfer, you instruct and authorise us to pay you the relevant amount to your nominated account and to charge you the associated instant transfer fee. You will not be able to withdraw an instant transfer request after it has been made.

The amount requested will usually be available in your nominated account within 20 minutes of an instant transfer request, but it may take longer to arrive. The timing will depend on a number of factors, including the availability of payment networks, some of which are not in our control. We will not be liable for any failure or delay in you receiving any instant transfer.

4. When we will need to delay a transfer

We may refuse to make, or delay making, a transfer if:

- there is an **applicable law** or **card scheme** requirement preventing us making the transfer or meaning that the transfer needs to be delayed
- we suspect that a **card transaction**:
    - is fraudulent
    - involves other illegal activity
    - was not in the ordinary course of your business
    - did not comply with **PCI DSS** obligations under the **agreement**
- you have broken these **terms** in a way that we reasonably believe justifies us in refusing or delaying the transfer, including where you have outstanding invoices
- you have asked us to update your **nominated account** or legal entity details and that process means that the transfer needs to be delayed
- you have been declared bankrupt or insolvent, you are being wound up, or a similar event is taking place
- a third party (for example, a **card scheme**) or other technical or operational issue prevents us making the payment or fails to put us in sufficient funds to do so in the timeframe that we expect
- we think the current level of risk that you pose has increased materially compared to the level of risk at the time you registered for our **services**
- we have asked you for important information that we reasonably need but you have not given it to us, or
- we have suspended the **Dojo acquiring services**.

If we need to refuse or delay a transfer, then, if we can, we will usually email you or contact you by SMS or by phone. We will not be responsible for any losses you may suffer as a result of us refusing or delaying a transfer.

5. Information about transfers made to you

You can check all transfers made to you and access interchange data through the **customer portal**. This information will set out the **charges** for each **card transaction** and is usually updated on the **business day** after processing.

You must promptly check each invoice we provide and notify us of any mistakes within 13 months of the invoice date. If you are a **large corporation**, you will need to let us know of any mistake within 3 months of the mistake. We are not liable for any mistakes notified to us outside the relevant timeframe.

6. Chargebacks and assessments

In certain circumstances, the **card issuer** can request a reimbursement of a payment that has already been settled under the **card scheme rules**. This is known as a **chargeback**.

Chargebacks are often initiated by customers, perhaps because: as at the date of the **card transaction**, a **card** had expired or been cancelled; the **cardholder** says the relevant goods or services in a **card transaction** were not provided,

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were defective or not as described; the **cardholder** denies having authorised a **card transaction**; the **cardholder** otherwise disputes a **card transaction**; or for any other reason within the relevant **card scheme rules**.

If a **chargeback** is incurred regarding you, you will be liable and must indemnify (meaning fully protect) us against any losses regarding that **chargeback**. We may also charge you a fee for each **chargeback**, which is set out in the **fees schedule**.

Each **chargeback** represents a debt immediately due and payable by you to us. We may therefore apply **chargebacks** immediately or detail them in your monthly invoice and collect them with your other **charges**.

We do not need to obtain or help you obtain payment from a **cardholder** in a **chargeback** or help you in disputing a **chargeback**, but we may do so. For more details of how we handle **chargebacks**, see the **operating guide**. These **chargeback** rights are not affected by any arrangement between you and any **cardholder**.

If an **assessment** is levied against you, you will be liable and must indemnify (meaning fully protect) us against any losses regarding that **assessment**.

Each **assessment** is a debt immediately due and payable by you to us. We may therefore apply **assessments** immediately or detail them in your monthly invoice and collect them with your **charges**.

7. Evidence of card transactions

At any time, we could ask you to prove that a **cardholder** has validly authorised a **card transaction** or **refund**. If a **card transaction** or **refund** is verified by signature or if you issue a **refund** to a card other than the **card** used for the earlier **card transaction**, you must retain evidence (including any **sales receipt** or **refund receipt**) for at least 18 months from the date of the **card transaction** or **refund**. You must let us have that evidence if we ask. Failure to do so may result in **chargebacks**.

8. Your obligations

You may only accept and process **card transactions** in line with the **operating guide** and any other requirements we may notify you of.

You must obtain **authorisation** for every **card transaction** unless we tell you otherwise, including where a customer asks you to split a payment between more than one **card** or between a **card** and another payment method. We may charge you a fee for each **authorisation** request you initiate, including where the **authorisation** is declined. This is included in the secure transaction fee. If the **authorisation** is declined, the **card transaction** cannot proceed. **Authorisation** is not a guarantee of payment. Following a **card transaction**, a **sales receipt** must be offered to the **cardholder**.

You must not:

- accept or process **recurring transactions** or **card transactions** that rely on a continuous payment authority unless we specifically allow you to do so
- accept any payment from a person other than a **cardholder** for the credit of the **cardholder's** account
- accept or process a **card transaction** on behalf of any other person and you must notify us in advance if you wish to have **card transactions** processed by another bank or **card scheme** member.

If you use a **card machine**, **card transactions** must only be processed through the **card machine**. You must not process more than one sale through a **card machine** for any one **card transaction** unless the **cardholder** gives you more than one **card**, each with a different card number.

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If a **card** is presented physically to you, you agree to retain the **card** at our request.

In requesting **authorisation** to process a **card transaction**, you agree that:

- all information presented is true and complete
- the **card transaction** is entered into in good faith and in compliance with all legal, **card scheme** and other requirements and you are not aware of any circumstances that would or might result in a breach of **applicable law**
- the **card transaction** relates directly to your business and you have supplied the relevant goods or services to the value stated
- the **card transaction** does not involve any **card** issued in your name or your account or those of any connected person
- you are not aware that the **card transaction** has previously been subject to a **chargeback**.

The limit for contactless **card transactions** is set out in the **operating guide**. You agree to comply with any instructions and limits we provide regarding contactless **card transactions**.

You must comply with **applicable laws** regarding surcharging. You must not accept any **card transaction** regarding goods, services, accommodation or other facilities for which the point of sale is outside the UK.

9. Additional instructions for certain card transactions

There are additional instructions for certain types of **card transaction** including **deferred supply transactions**, **cashback transactions** and **manually entered card transactions**. These instructions are set out in the **operating guide**. You must follow them if we allow you to accept such **card transactions**.

10. Manually entered card transactions

We may place limits on your ability to accept, and may immediately withdraw our permission for you to process, **manually entered card transactions** if we think there are unacceptable levels of **cardholder** disputes or suspected fraudulent **card transactions** resulting from them.

You accept **manually entered card transactions** entirely at your own risk. Any such **card transaction** disputed by the **cardholder** may be charged back, even if you have complied with these **terms** and we have given **authorisation**.

11. Refunds

We may charge you a fee for each **refund**, which is set out in the **fees schedule**. If you provide **refunds** to your customers, then you must comply with the **operating guide** in doing so and develop, maintain and make available to all **cardholders** a fair and reasonable refund policy that also complies with **applicable law**. You must give **refunds** to **cardholders** in line with your refund policy and the **operating guide**. Following a **refund**, you must offer a **refund receipt** to the **cardholder**.

A **refund** may only be issued in full or partial reimbursement of an earlier **card transaction** (not a higher amount than the original **card transaction**) and must be made to the same **card** used in that **card transaction** and in the same currency, unless the **operating guide** states otherwise.

You must not accept money from a **cardholder** in connection with processing a **refund** to the **cardholder**. You must not make a **refund** with cash or by cheque to a customer who paid for the goods or services using a **card**, or to a **card** where the customer paid for the goods or services with cash or by cheque.

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Section C – Dojo card machine services

1. Card machines and SIMs

We provide you with **card machines** and any **SIMs** without charge so you can use the **Dojo acquiring services**. They must only be used by you as we instruct regarding the business we have agreed with you and in line with the **operating guide**. They belong to us and you must return them at the end of the **agreement**.

Any **SIM** we supply you with may only be used in the **card machine** that we specify. You must not try to use it in another device. If you do use it in another device, we will charge you for all usage fees levied by the **SIM** provider and network. We may make a charge for mobile connectivity regarding the use of **SIMs**, which is shown on the **fees schedule**.

You must only use **SIMs** we supply you with in line with the fair usage policy in the **operating guide**, which explains your usage obligations. If we (in our sole discretion) decide you have breached your usage obligations and are using materially more data than is reasonably required in connection with your use of our **services**, we may make a further charge for the use of that data. Where we can, we will notify you before making a further charge that we think you are using an unreasonable amount of data.

Unless we agree to supply them to you, you are responsible for sourcing all receipt rolls, batteries, printer ink or cartridges, and all power leads and other accessories required to operate your **card machines**.

You can buy receipt rolls from us by contacting us by phone or email. We will give you approximate delivery dates before you place each order. Prices for receipt rolls are set out in the **fees schedule**.

2. Dojo card machine services

We will provide the services set out below, which are the **Dojo card machine services**. In return, you agree to pay the **charges** in line with the **agreement**.

Services	Details
Configuration services	• configuring your **card machine** with appropriate software for **card transactions** and **refunds** for **cards** you can accept under the **agreement** • fitting a **SIM** into your **card machine**, if relevant.
Processing services	• providing secure routing for **authorisations** and **card transactions** under the **agreement** • providing software upgrades from time to time.
Support services	• providing technical support during the hours stated and on the phone number and email address in the **operating guide** • providing customer services support on **business days** during the hours stated and on the phone number and email address in the **operating guide**
Replacement services	• if your **card machine** develops a fault, providing a replacement • ensuring that any replacement **card machine** is configured for use with appropriate software for **card transactions** and **refunds** for **cards** you can accept under the **agreement** • fitting a **SIM** into the replacement **card machine**, if relevant.

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3. Card machine integration

We may agree to give you access to our proprietary technology to integrate your **card machine** with a compatible electronic point-of-sale system. We may make an additional charge for this, as set out in the **fees schedule**.

4. Your obligations

During the **agreement**, you must:

- use the **card machines** only for the purposes of processing **card transactions** or **refunds** (or any other purpose we specifically authorise) and the **SIMs** in line with the **agreement** and any operating instructions we give you, including in the **operating guide**
- keep the **card machines** in good repair and condition
- install any software or upgrades in line with our instructions
- not try to carry out repairs or alterations to a **card machine** or **SIM** yourself
- not modify any **SIM** provided or remove it from the **card machine** that it was supplied for use with
- be responsible for any loss or damage to the **card machines** and not remove any identifying marks
- insure the **card machines** for loss or damage for their full replacement value or otherwise indemnify (meaning fully protect) us against the full cost of repair or replacement
- keep the **card machines** in your possession in the UK
- not alter, sell, lend or otherwise deal with the **card machines** or allow any charge or lien or similar right to be created over them.

5. Replacement services

If a **card machine** develops a fault and you wish to use the replacement services, please contact us. We will try to give you a replacement **card machine** by the end of the next **business day** after your request, but this may not always be possible. Any replacement **card machine** will be of a similar or improved specification, but may be new or refurbished.

Our replacement service does not cover the following:

- accidental damage to a **card machine**
- damage caused to a **card machine** or any part of it through misuse or malicious damage
- theft or loss of a **card machine**
- faulty batteries or battery packs
- faults in, or caused by, any third-party device or attachment that we do not provide.

We may charge you for our costs in arranging a replacement for a **card machine** that we find not to be faulty, or that we replace for one of the above reasons, and so our replacement service does not cover it.

6. Termination

When the **agreement** ends in line with Section A, condition 26, you must return the **card machines** and any **SIMs** to us within 14 days as we direct.

The returned **card machines** and **SIMs** must be in good condition and complete with all accessories, including power leads, batteries, chargers and user guides.

If you do not return the **card machines**, or if the returned items are not in the required condition or accompanied by the corresponding **SIMs** and correct accessories, you must reimburse us the cost of replacement or our reasonable costs

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in restoring the **card machines** and **SIMs** to the required condition. Our maximum charge for this is set out in the **fees schedule**.

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Glossary and interpretation

What words and phrases in bold mean

additional services means any additional services that are not **services** when the **agreement** first comes into force, but that we may add as **services** under the terms of the **agreement**.

agreement means the **application documents**, **fees schedule** and these **terms**.

applicable law means all laws and regulations (and including any regulator's requirements) that apply to you or us or to any **card transaction** or **refund** for the time being in force in any jurisdiction.

application documents means:

- the merchant application form documents for the **services** (including the document called the 'Service agreement') in the form we provide (including on a website) as completed in respect of you, and
- the information we request to satisfy our eligibility checks so we could assess your application and your ongoing suitability as a business to receive our services.

assessment means any assessment, fine, liquidated damages, fee (including arbitration fees), cost, expense or charge of any nature that a **card scheme**, a relevant financial institution or other third party levies on you or us at any time (directly or indirectly) regarding a service, payment or any other aspect of our or their relationship with you.

authorisation has the meaning given to it in Section B, condition 1.

authorised user has the meaning given to it in Section A, condition 6.

business day means any day that is not a Saturday, Sunday or bank holiday in any part of the UK.

card means any valid payment card we approve and to which these **terms** apply.

card issuer means a member of a **card scheme** who may issue **cards**.

card machine means a payment card machine we provide to you for processing **card transactions** and **refunds** under the **agreement**.

card scheme means Visa, Mastercard and any other card scheme we may approve.

card scheme rules means the rules and operating instructions issued and updated by the **card schemes**.

card transaction means any payment made by the use of a **card**, a **card** number or in any other way authorised by the **cardholder** for debit to the **cardholder's** account, including **pre-authorised transactions** and **deferred supply transactions**.

card transaction data means **card transaction** details, **refund** details and any other **card** or **cardholder data**, **authorisation**, authentication responses, and settlement details you have sent us. These must be in a form the relevant **card scheme** requests, in line with any legal requirement, and approved by us.

cardholder means a person who is the authorised user of a **card**.

cardholder data means any information regarding a **cardholder** including details of any **cards** and personal data about the **cardholder**.

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cashback transaction means a service provided to **cardholders** whereby you provide cash with a **card transaction** at the point of sale.

chargeback has the meaning given to it in Section A, condition 5.

charges means all charges and fees payable under the **agreement** or in line with **applicable law**. These include fees due under these **terms** and those set out in the **fees schedule** or that we tell you about in line with Section A, condition 31.

customer portal means the portal you use to access information regarding your use of the **services** through the **Dojo website** and the **Dojo app** if you have installed it.

data protection laws means the **GDPR** and other laws or regulations that apply to the processing of personal data.

data subject has the meaning given in the **GDPR**.

deferred supply transaction means a **card transaction** where the goods or services are supplied to the **cardholder** at a point in time later than the **card transaction**.

Dojo acquiring services means the services described in Section B, condition 1 enabling you to accept **card transactions**, including our processing of those **card transactions** and us agreeing to transfer funds to you regarding **card transactions** in line with the **agreement**.

Dojo app means the Dojo application you download from the Google Play Store or the Apple App Store.

Dojo card machine services has the meaning given in Section C, condition 2.

Dojo website means www.dojo.tech/documents/.

equipment means all equipment, including **card machines**, **SIMs**, hardware and software that we have approved or supplied to you in connection with the **agreement**.

fees schedule means documents setting out the **charges**. These comprise the generic fees and charges and the 'Interchange and scheme fee guide' shown on the fees page of the **Dojo website**, the **application documents**, and the specific fees and charges shown on your fees page or fees pages, for example if you have more than one location/site, which we will send you by email or make available in the **customer portal** – in each case as we may amend them from time to time in line with the **agreement**.

GDPR means the General Data Protection Regulation (EU 2016/679) or substantially equivalent laws enacted later in the UK.

intellectual property rights means any patents, trademarks, service marks, domain names, business or trade names, logos, design rights, moral rights, rights in databases, copyright and related rights, software rights, inventions, know-how, trade secrets and other confidential information, and all other intellectual property rights and similar or equivalent rights in any part of the world (whether or not registered or capable of registration). This includes all applications and rights to apply for – or for the protection of – such rights that exist now or will exist in the future.

large corporation means someone who is not a consumer, micro-enterprise or a charity, each as defined in the Payment Services Regulations 2017.

manually entered card transaction means a **card transaction** where the **card** is not present, where the magnetic stripe is read, or that is otherwise manually entered without the **card's** chip being used.

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minimum monthly payment has the meaning given in Section A, condition 10.

network means the broadband or mobile phone network on which the **card machine** will operate.

nominated account means the account you hold at a financial institution that you have given us notice of for the purposes of transferring money into and/or taking money from in connection with the **services**, depending on the context. These may be different accounts if we have agreed that with you.

operating guide means the rules, procedures and operating instructions in connection with your use of the **services**, as issued and updated by us.

PCI DSS means the Payment Card Industry Data Security Standard.

PCI management services has the meaning given in Section A, condition 15.

pre-authorised transaction means a **card transaction** where you have sought **authorisation** before the debiting of the **cardholder's** account at a future time.

privacy policy means our policy explaining how we process personal data and explaining the rights of the person whose personal data is processed under **data protection laws**.

recurring transaction means a **card transaction** where a **cardholder** authorises you to debit their account on a periodic, recurring basis.

refund means a refund you make to the **cardholder** regarding a **card transaction**, which will fully or partly reverse it.

refund receipt means a receipt regarding a **refund** in a form we approve, including paper receipts and emailed receipts.

sales receipt means a receipt regarding a **card transaction** in a form we approve, including paper receipts and emailed receipts.

services means any or all of the services we provide to you under the **agreement**, including any **additional services**.

SIM means a smart card inside a **card machine**, which can connect the **card machine** wirelessly to the **network**.

terms means these terms and conditions.

How the agreement should be interpreted

We have used headings for your convenience only. They do not affect the meaning or interpretation of the conditions themselves. Where we refer to conditions and Sections, this means conditions and Sections of these **terms** unless we say otherwise.

When we refer to 'we', 'us' or 'our', we are referring to Paymentsense Limited (including any successor business, or any person we may transfer or assign our rights or obligations to under this **agreement**). We may also be referring to any affiliate or company in the same group as us. Where it's relevant, we will specify the name of any such affiliate company in the **agreement**.

When we refer to 'you', we are referring to the **person** shown as the 'legal entity' in the **application documents** including (unless the context requires otherwise) your employees, staff, agents, subcontractors or anyone else acting on your behalf as well as your personal representatives after your death (if you are an individual).

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When we refer to a 'person', we are referring to a natural person or a corporate or unincorporated entity (whether or not it has a separate legal personality), depending on the context.

When we refer to any enactment, it will include any amendment, extension, addition or re-enactment and any legislation made under it.

When we refer to any document, we mean that document as in force for the time being and as amended, updated or replaced.

The words 'including' or 'include(s)' do not limit any words that may come before them. The scope of any words that follow are not limited and should be given their broadest interpretation.

Any obligation to do or not do something includes an obligation to arrange for that thing to be done or not done (whichever is relevant).

Where we say our consent or authority is required, we may give it at our sole discretion and subject to any applicable **card scheme rules** or other legal or regulatory requirements.

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