

Product-Specific Terms

Last updated on 20 July 2021

Capitalised terms used but not otherwise defined in these Product-Specific Terms will have the meaning given to them in the Agreement between GoCardless and the Merchant for purchasing services from GoCardless.

A. GoCardless Payments

The following terms apply to and are incorporated by reference into the Agreement, where GoCardless Payments is specified as a Service on an Order Form:

Existing Scheme means, for an Agreement dated on or after:

1 March 2021:

- ACH Debit (USA)
- Autogiro (Sweden)
- Bacs (UK)
- BECS (Australia)
- Betalingservice (Denmark)
- Faster Payments (UK)
- PAD (Canada)
- BECS NZ (New Zealand)
- SEPA Direct Debit (Eurozone)

B. FX Feature

The following terms apply to and are incorporated by reference into the Agreement, where the Merchant uses the FX Feature (as defined below):

1. GoCardless may provide the Merchant with a part of the Service, which will operate in the following manner (the "**FX Feature**"):
 - a. The Merchant may instruct GoCardless to collect funds from Customers in various Payment Schemes, across multiple currencies;
 - b. GoCardless will collect such funds from each Customer in the Customer's local currency (the "**Customer Currency**"), and will charge the Merchant the Fees (as detailed on the Order Form or, in the absence of an Order Form, as defined in the Contract);
 - c. Following the deduction of any amounts GoCardless is permitted to deduct in accordance with the Contract, GoCardless will exchange the funds in the Customer Currency for funds in the currency agreed with the Merchant from time to time (the "**Merchant Currency**");
 - d. At the time of creation of a Payment Order, GoCardless will provide the Merchant with an indication of the exchange rate that will be applied. The Merchant acknowledges that there may be a discrepancy between the indicative foreign exchange rate communicated at the time of creation of a Payment Order, and the foreign exchange rate that is applied to funds transferred in the Merchant Currency to the Merchant's Nominated Account, and that the rate that is applied may be more or less favourable to the Merchant;
 - e. The Merchant acknowledges that the applicable foreign exchange rate that will be applied may not be the indicative exchange rate given to the Merchant at the time of creation of a Payment Order, but will be the prevailing rate as at the date that GoCardless pays out funds to the Merchant. The foreign exchange rate on the date that funds are collected from a Customer will not be applied to the Transaction;
 - f. Prior to receipt of funds in the Merchant Currency into the Nominated Account, the Merchant will be able to view the foreign exchange rate to be applied via either the GoCardless dashboard or the API. At that time, the Merchant will not be able to cancel or suspend any transfer of funds in the Merchant Currency by GoCardless to the Nominated Account; and
 - g. GoCardless will transfer all funds owed to the Merchant in the Merchant Currency to one Nominated Account, as nominated by the Merchant, and being a bank account denominated in the Merchant Currency.
2. In the event that the Fees referred to in clause 1b are set out in an Order Form, where GoCardless is required to apply a foreign exchange rate when calculating such Fees, it will apply the monthly average exchange rate (as provided to GoCardless via Netsuite or a similarly recognised platform with foreign exchange data) from the completed calendar month prior to those Fees being calculated by GoCardless in accordance with the Contract.
3. If the Merchant uses the FX Feature for recurring Transactions, the Merchant acknowledges that it is giving GoCardless consent to apply the FX Feature to each recurring Transaction where funds are collected in the Customer Currency and converted into the Merchant Currency. This consent can be revoked at any time by notifying GoCardless. GoCardless will not give an indicative exchange rate to the Merchant in advance of each recurring Transaction or prior to the receipt of funds in the Merchant Currency into the Nominated Account, however the Merchant will be able to view a full history of payments made to its Nominated Account, including the foreign exchange rate applied to a Transaction, via either the GoCardless dashboard or API.
4. GoCardless will use all commercially reasonable endeavours to provide the FX Feature in accordance with the relevant Payment Scheme Timings to the extent such actions are within its control.
5. The Merchant acknowledges that it is responsible for ensuring that GoCardless has, at all times, the correct details for the Nominated Account. Should the Merchant need to modify the Nominated Account details at any time, it must do so as soon as possible and, in any event, no later than any cut-off time set out on the Payment Scheme Timings Page.

6. Except as specified in sections 2 above and 7 below any reference to an exchange rate in this Contract means the exchange rate at the relevant time for the relevant currency pair (for example, GBP to EUR, USD to AUD) as provided by the reference rate provider, Reuters. GoCardless may change the reference rate provider from time to time without notice to the Merchant.
7. For some currencies GoCardless may be required to use a different reference rate for a certain currency pair. For these currencies, GoCardless will provide the Merchant with an indication of the exchange rate that will be applied in accordance with 1.d.
8. In certain circumstances, it may be necessary for GoCardless withhold performance of all or of part of the FX Feature, including:
 - a. where a Force Majeure Event occurs;
 - b. where GoCardless reasonably believes that the Merchant is using the FX Feature for investment or speculative purposes; or
 - c. to protect GoCardless from broad-based market failure.

C. GoCardless Success+

The following terms apply to and are incorporated by reference into the Agreement, where the Merchant uses the GoCardless Success+ Service ("Success+"). By using Success+ the Merchant agrees to be bound by these terms.

1. GENERAL

Success+ is a product designed to help improve the Merchant's payment success by offering features that focus on reducing Failures and their impact.

2. USING SUCCESS+

- a. Success+ can be enabled either:
 - (i) via a Merchant's GoCardless Account, where that functionality is available in the dashboard; or
 - (ii) otherwise after entering into a Success+ Order Form with GoCardless.
- b. Where the Merchant uses GoCardless via:
 - (i) the API, the Merchant may need to update its API before enabling Success+;
 - (ii) third party services that connect directly to its GoCardless Account via the API or other mechanisms, the Merchant acknowledges and agrees that it will only be able to use Success+ once that third party has updated its integration to facilitate the use of Success+.
- c. The Merchant is able to specify certain Success+ functionalities in the dashboard of its GoCardless Account.
- d. Success+ will only operate in respect of Failures that occur whilst the Merchant has Success+ fully enabled in accordance with clause 2 a. and b. above.

3. DEACTIVATING SUCCESS+

Where the Merchant has enabled Success+ via its GoCardless Account, the Merchant and its Authorised Users will be able to deactivate Success+ via the dashboard; otherwise the Merchant must contact the GoCardless Support.

4. DISCLAIMER

GoCardless makes no representation, warranty or guarantee that use of Success+ will reduce the Merchant's rate of Failures or improve the Merchant's payment success.

D. Instant Bank Pay

The following terms apply to and are incorporated by reference into the Agreement, where the Merchant uses the Instant Bank Pay feature ("Instant Bank Pay"). By using Instant Bank Pay the Merchant agrees to be bound by these terms.

1. GENERAL

Instant Bank Pay is a feature which enables Merchants to collect payments from Customers outside the usual direct debit collection cycles. Instant Bank Pay enables the Merchant to collect one-off payments from Customers by means of a payment initiation service provided by GoCardless to Customers.

2. USING INSTANT BANK PAY

- a. Instant Bank Pay can be enabled either:
 - (i) via a Merchant's GoCardless Account, where that functionality is available in the dashboard; or
 - (ii) otherwise after entering into an Instant Bank Pay Order Form with GoCardless.
- b. Where the Merchant uses GoCardless via:

- (i) the API, the Merchant may need to update its API before enabling Instant Bank Pay;
 - (ii) third party services that connect directly to its GoCardless Account via the API or other mechanisms, the Merchant acknowledges and agrees that it will only be able to use Instant Bank Pay once that third party has updated its integration to facilitate the use of Instant Bank Pay.
- c. The Merchant may be able to specify certain Instant Bank Pay functionalities in the dashboard of its GoCardless Account.
- d. The Merchant acknowledges and agrees that, where it is able to and does: (i) design and/or host Payment Pages (other than the GoCardless designed Payment Pages); (ii) use Payment Pages provided by a partner; or (iii) if applicable, design and/or send its own Payment Notifications, all with respect to the Merchant's use of Instant Bank Pay, the Merchant must, at all times:
- (i) comply with the directions and provisions of any GoCardless instructions and guidance from time to time;
 - (ii) ensure no elements of the Payment Pages and/or Payment Notifications could put GoCardless in breach of relevant law and regulation (as the provider of the regulated payment initiation service to the Customer);
 - (iii) remove or amend any Payment Page or Payment Notification immediately upon notice by GoCardless to do so.
- e. The Merchant acknowledges and agrees that a Payment Order in the context of Instant Bank Pay means the request made by the Customer for a payment to be made to the Merchant using the payment initiation service provided by GoCardless to the Customer, enabling a payment to be made from the Customer's bank account into the GoCardless Bank Account. Any Payment Order requested by a Customer using Instant Bank Pay would be pursuant to a request sent to the Customer by the Merchant for a payment to be made in this way. The Merchant further acknowledges and agrees that the provisions of the Payment Services Agreement relating to Payment Orders will be construed accordingly.
- f. GoCardless may apply reasonable limits from time to time to the value of Payment Orders that can be initiated by Customers using Instant Bank Pay. Where not prevented by law or regulation, or where such notification will not compromise the security of or allow potentially fraudulent use of Instant Bank Pay, GoCardless will provide reasonable notice of such limits and any changes to them.
- g. Funds received by GoCardless from the Customer's bank in satisfaction of a Payment Order initiated using Instant Bank Pay will be paid direct into the GoCardless Bank Account before being paid out to the Merchant.
- h. All Fees payable by the Merchant for its use of Instant Bank Pay shall become due and payable to GoCardless on the day of receipt or the next Business Day following the day of receipt depending on the time at which GoCardless receives the incoming Instant Bank Pay payment.
- i. When facilitating the payment from a Customer to the Merchant using Instant Bank Pay, GoCardless is only initiating the payment and not executing the Payment Order. Where a Payment Order has been successfully initiated using Instant Bank Pay, successful execution of the Payment Order is the responsibility of the Customer's bank, and the timings and effectiveness of that payment are outside the sphere of responsibility of GoCardless. Accordingly, the Payment Scheme Timings for Instant Bank Pay are indicative and not determinative and GoCardless gives no commitments or other guarantees with respect to these.
- j. GoCardless may use third parties to initiate a Payment Order and, in such circumstances, and to the extent permissible by law or regulation excludes liability with respect to any Payment Order which cannot be initiated using Instant Bank Pay due to the act, omission or other failure of any third party initiating the Payment Order on GoCardless' behalf.
- k. In certain circumstances, it may be necessary for GoCardless to withhold performance of all or part of Instant Bank Pay for reasons including:
- (i) where a Force Majeure Event occurs affecting GoCardless, any subcontractor of GoCardless and/or the Customer's bank;
 - (ii) where GoCardless reasonably believes the Merchant and/or the Customer is using Instant Bank Pay for illegal or fraudulent purposes;
 - (iii) where Verification of the Customer cannot be completed to GoCardless' satisfaction;
 - (iv) if GoCardless determines, in its absolute and sole discretion, that the Merchant is not eligible to use the feature because of the risk presented to GoCardless (including, but not limited to, fraud, Chargebacks or other risks, or if the Merchant is unable to satisfy GoCardless' know-your-customer checks).

In any such cases, GoCardless will have no liability to the Merchant for not providing Instant Bank Pay.

- l. The Merchant acknowledges and agrees that, in the context of Instant Bank Pay:
- (i) an Unauthorised Payment Order is a Payment Order initiated through Instant Bank Pay which has not been authorised by the Customer; and
 - (ii) an Incorrectly Executed Payment Order is a Payment Order initiated through Instant Bank Pay which has not been executed or has not been correctly executed.

In each case, it would not be the responsibility of the Merchant to notify GoCardless of the Unauthorised Payment Order or Incorrectly Executed Payment Order, and any such notification would ordinarily be made by the Customer to their bank. The Merchant has no liability with respect to any Unauthorised Payment Order or Incorrectly Executed Payment Order unless: (i) GoCardless can show there has been fraud on the part of the Merchant which has given rise to the Unauthorised Payment Order; or (ii) the Merchant has, with intent or negligence, failed to comply with any obligation under this Agreement which has, in turn, caused the Unauthorised Payment Order or

Incorrectly Executed Payment Order to occur. In such case, the Merchant will be liable to GoCardless for any and all Losses suffered or incurred by GoCardless as a result of any such Unauthorised Payment Order or Incorrectly Executed Payment Order.

- m. The Merchant acknowledges and agrees that it is its responsibility to ensure any Payment Order request it makes from a Customer using Instant Bank Pay is for the correct amount to reflect the commitment of the Customer to pay the Merchant. GoCardless shall initiate any Payment Order made by a Customer for the amount requested by the Merchant and GoCardless will not be liable for any disparity between such amount and the amount due to the Merchant from the Customer. If there is any disparity between the amount of the Payment Order initiated by the Customer and the amount due to the Merchant from the Customer, then it is the Merchant's sole responsibility and liability to settle any related issues or disputes direct with the Customer.
- n. GoCardless does not warrant that Instant Bank Pay will meet the Merchant's requirements or that Instant Bank Pay will be uninterrupted, timely or error-free.
- o. The Merchant acknowledges and agrees that GoCardless' ability to provide Instant Bank Pay is dependent upon the Customer's bank performing services within its sphere of responsibility and, in particular: (i) operating an interface which enables GoCardless to initiate a Payment Order on behalf of the Customer; and (ii) executing each Payment Order in accordance with the Instant Bank Pay initiation instructions. In no circumstances will GoCardless be responsible or liable for any Payment Orders which are not fulfilled as a result of any act or omission by the Customer's bank.
- p. If the Customer complains to the Merchant regarding the Customer's use of Instant Bank Pay to make a payment to the Merchant, the Merchant must redirect the Customer to GoCardless and inform the Customer they must address the complaint to GoCardless via email to complaints@gocardless.com.
- q. There is no automatic Chargeback mechanism facilitated by a Payment Scheme or otherwise for Instant Bank Pay. Notwithstanding this, Chargebacks will still apply and operate with respect to payments initiated using Instant Bank Pay and these Chargebacks will be processed by GoCardless and applied to the Merchant in accordance with the provisions of the Payment Services Agreement.
- r. The Merchant acknowledges and agrees that a Failure in the context of Instant Bank Pay will include any: (i) Payment Order which is successfully initiated by GoCardless but not successfully executed by the Customer's bank; and (ii) a Successful Transaction initiated using Instant Bank Pay which is successfully executed by the Customer's bank but subsequently reversed by the Customer's bank or by GoCardless.

E. Verified Mandates

The following terms apply to and are incorporated by reference into the Agreement, where the Merchant uses the Verified Mandates feature ("Verified Mandates"). By using Verified Mandates the Merchant agrees to be bound by these terms.

1. GENERAL

Verified Mandates is a feature that helps Merchants with the prevention of fraud. A "**Successfully Verified Mandate**" is a Payment Scheme Mandate set up using a bank account the Customer has verified they have access to.

2. USING VERIFIED MANDATES

- a. Verified Mandates can be enabled either:
 - (i) via a Merchant's GoCardless Account, where that functionality is available in the dashboard; or
 - (ii) otherwise after entering into a Verified Mandates Order Form with GoCardless.
- b. Where the Merchant uses GoCardless via:
 - (i) the API, the Merchant may need to update its API integration with GoCardless before enabling Verified Mandates;
 - (ii) third party services that connect directly to its GoCardless Account via the API or other mechanisms, the Merchant acknowledges and agrees that it will only be able to use Verified Mandates once that third party has updated its integration to facilitate the use of Verified Mandates.
- c. The Merchant will be able to specify certain Verified Mandates functionality in the dashboard of its GoCardless Account. An up to date list of the Schemes and, where applicable, the Customer jurisdictions in which Verified Mandates is available can be found [HERE](#). GoCardless may add and/or remove Schemes and/or Customer jurisdictions for Verified Mandates at any time and without notice to you.
- d. Once the Merchant has enabled Verified Mandates, new bank debit mandates requests the Merchant makes to GoCardless will go through the Verified Mandates process in line with the verification level specified by the Merchant for each bank debit mandate request. If the Merchant does not specify a verification level for the bank debit mandate request, GoCardless will apply the default verification level of 'recommended'. A description of each verification level can be found [HERE](#). The Merchant will not be able to deactivate Verified Mandates once the functionality has been enabled, although the Merchant can, at any time, set the verification level to 'minimum'. You acknowledge and agree that when the verification level is set to 'minimum' certain bank debit mandates may be subject to verification using Verified Mandates, if such verification is required by a Payment Scheme.
- e. The Verified Mandates feature is not intended to be used to verify existing mandates, and we may put fair usage limits on your GoCardless Account if we think you are using the feature outside of its intended use.
- f. Where Fees are payable by the Merchant for its use of Verified Mandates such Fees shall become due and payable to GoCardless upon the creation of a Successfully Verified Mandate.
- g. If the verification of a bank debit mandate using Verified Mandates is unsuccessful such that a Successfully Verified Mandate is not created, the Merchant will not be charged a Fee for the use of Verified Mandates for that bank debit mandate, and the bank debit will not be set up. It is the responsibility of the Merchant to ensure any such failures are effectively managed with the Customer and GoCardless

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shall have no responsibility or liability for this. The Merchant acknowledges and agrees that GoCardless has no obligation to set up any Payment Scheme Mandate and/or Payment Order if the verification of a bank debit mandate using Verified Mandates is unsuccessful.

- h. The Merchant acknowledges and agrees that, where it is able to and does: (i) design and/or host Payment Pages (other than the GoCardless designed Payment Pages); (ii) use Payment Pages provided by a partner; or (iii) if applicable, design and/or send its own Payment Notifications, all with respect to the Merchant's use of Verified Mandates, the Merchant must, at all times:
 - (i) comply with the directions and provisions of any GoCardless instructions and guidance from time to time;
 - (ii) ensure no elements of the Payment Pages and/or Payment Notifications could put GoCardless in breach of relevant law and regulation (as the provider of any regulated account information service to the Customer);
 - (iii) remove or amend any Payment Page or Payment Notification immediately upon notice by GoCardless to do so.
- i. GoCardless may provide Verified Mandates itself or through a third party service provider ("TPSP"). Where GoCardless provides Verified Mandates through a TPSP, the Merchant acknowledges and agrees that:
 - (i) GoCardless is only setting up the bank debit mandate and not verifying the Customer's bank account details, and the timings and effectiveness of the Verified Mandates feature are outside the sphere of responsibility of GoCardless. Accordingly, GoCardless gives no commitments or other guarantees with respect to these and expressly disclaims all responsibility for any services provided by a TPSP including the accuracy of the assessment or results provided by such TPSP;
 - (ii) all rights, title and interest in any services provided by a TPSP are owned by the TPSP;
 - (iii) to the extent permissible by law or regulation GoCardless excludes liability with respect to any bank debit mandate which cannot be verified and/or is incorrectly or erroneously verified using Verified Mandates due to the act, omission or other failure of any TPSP involved in the performance of Verified Mandates on GoCardless' behalf.
- j. Where GoCardless provides Verified Mandates itself, the Merchant acknowledges and agrees that GoCardless' ability to provide Verified Mandates is dependent upon the Customer's bank performing services within its sphere of responsibility and, in particular, operating an interface which enables GoCardless to verify the Customer's bank account details. In no circumstances will GoCardless be responsible or liable for any bank debit mandates which are not fulfilled as a result of any act or omission by the Customer's bank
- k. Although Verified Mandates is designed to help prevent fraud, GoCardless makes no warranties, representations or other commitments regarding any Successfully Verified Mandate. The Merchant remains wholly responsible and liable for, and indemnifies GoCardless with respect to, all and any amounts and costs incurred as a result of any Chargebacks, claims, refunds, Failures or any other loss arising with respect to any Successfully Verified Mandate.
- l. In certain circumstances, it may be necessary for GoCardless to withhold performance of all or part of Verified Mandates for reasons including:
 - (i) where a Force Majeure Event occurs affecting GoCardless, any TPSP, any subcontractor of GoCardless and/or the Customer's bank;
 - (ii) where GoCardless reasonably believes the Merchant and/or the Customer is using Verified Mandates for illegal or fraudulent purposes;
 - (iii) where Verification of the Customer cannot be completed to GoCardless' satisfaction.In any such cases, GoCardless will have no liability to the Merchant for not providing Verified Mandates.
- m. GoCardless does not warrant that Verified Mandates will meet the Merchant's requirements or that Verified Mandates will be uninterrupted, timely or error-free.
- n. If the Customer complains to the Merchant regarding Verified Mandates, the Merchant must redirect the Customer to GoCardless and inform the Customer they must address the complaint to GoCardless via email to complaints@gocardless.com.