

Gateway Merchant Services Ltd

Trading as PaymentPlus



**Terms and Conditions for the use of
PaymentPlus Website**

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Terms and Conditions

Terms and Conditions of Use of PaymentPlus Website

Your access to this Website and the use of information on it is subject to these Terms and Conditions of Use. You should carefully read these Terms and Conditions of Use. By proceeding further, you will be deemed to have accepted them. If you do not accept the Terms and Conditions of Use stated here, you are not permitted to use this Site.

This Site is operated from Ireland by PaymentPlus (“PaymentPlus”) and its subsidiaries with its head office at Geddes House, Kirkton North, Livingston, EH54 6GU. For the purposes of these Terms and Conditions of Use, unless otherwise stated, references to PaymentPlus shall include any holding company and any subsidiary within the PaymentPlus Group in addition to any of its directors, or employees.

PaymentPlus may revise these Terms and Conditions of Use at any time by updating this posting. You agree to visit this page periodically to review the Terms and Conditions of Use, because they are binding on you and each time you use this Website you agree to be bound by the current Terms and Conditions.

If you are an existing customer of PaymentPlus, these Terms and Conditions of Use are in addition to and not in substitution of the terms and conditions applicable to your PaymentPlus agreement for the supply of products and/or services. Access to this Website does not make you a customer of PaymentPlus.

Please be aware that by accessing the website through an individual page instead of the homepage www.PaymentPlus.co.uk, you may not see important information containing legal or regulatory information or important product information.

1. Definitions

The following terms shall have the meanings indicated:

“We”, “us” “our” means PaymentPlus.

“You”, “your” means you, the person accessing this Website.

“PaymentPlus’ Website” and “Website” mean this website, being a website accessible at or via any or all of the following internet addresses: www.PaymentPlus.co.uk

"PaymentPlus Social Media Channels" means PaymentPlus’ presence across a range of social media networks and other interactive channels.

“Privacy Policy” means our statement of practice as regards the privacy and security of your information when accessing and/or using this Website and any of the features of this Website.

“Interactive Area” means any discussion forum, bulletin board, blog or other interactive area on the Website.

2. Governing Law

The PaymentPlus website, and all information and content appearing on this Website, is provided and shall be construed in accordance with the laws of England. Any disputes or claims arising out of, in relation to or in connection with the use of this Website or the information and content on this Website shall be determined by the Courts of England in accordance with English law and you consent to the Courts of England having exclusive jurisdiction to resolve any such dispute or claim.

The information on this Website is intended for and is aimed at residents of England who are over 18 years of age. It should not be used in any state or jurisdiction where accessing, distribution or the use of such information is prohibited. If you are unsure as to legality of accessing or using this Website you should not proceed any further.

3. Accuracy of the information

The information contained on this Website is continuously up-dated. While we are careful to ensure that all information is accurate, up to date and complete, we do not make or give any representation, warranty or undertaking as to the lawfulness, reliability, timeliness, accuracy and completeness of the contents of this Website. PaymentPlus, its directors, employees and agents disclaim any liability for loss including but not limited to profit, income, loss of data and losses from claims from third parties or consequential losses which may be caused by your reliance or use of any information contained on this Website.

The use of this Website and the information contained on it are entirely at your own risk and we do not warrant that the use of this Website or any material on it will not cause damage to property, including without limitation computer virus infection or loss of data.

Where this Website includes devices to allow you to calculate repayments or estimate the likely extent of any Cash Advance or Terminal Rental which may be available to you, please note that such information, prices and rates which may be quoted on this Website are non-binding and are provided for guidance purposes only. No quotation or estimate shall be capable of acceptance unless and until it is contained in a formal letter of offer or agreement issued by PaymentPlus and signed by both PaymentPlus and the customer. All letters of offer or agreements will be accompanied by the full terms and conditions which will apply to the product and/or service in question.

4. Reliance on information contained on this Website

4.1 None of the information or content contained on this Website should be construed as an offer or solicitation of any product or service by us. We reserve the right to withdraw or vary any product, service or information to which this Website refers.

4.2 All products and services offered by us are subject to specific terms and conditions, which include legal and regulatory restrictions which are set out in detail in the documentation applicable to that product or service and which should have been read in detail before entering into any agreement for the particular product or service.

4.3 The information and content of this Website does not constitute, business, legal or other professional advice and we strongly recommend that you seek advice from an appropriately qualified professional prior to entering into an agreement for any product or service with us or relying on any information on this Website.

4.4 Information, products or services displayed on this Website does not mean or imply that those products or services are suitable for your needs.

5. Copyright and Intellectual Property

Copyright in this site and the information set out on it belongs to PaymentPlus and may not be copied, transmitted or reproduced without PaymentPlus' prior consent. All intellectual property rights and other rights in connection with the contents (including without limitation, information, graphics, software, text, sounds, images, trademarks, service marks, trade names and logos) of this Website are vested in PaymentPlus or its licensors.

Without limitation, no part of this Website may be distributed or copied for any commercial purpose. No part of this Website may be reproduced on or transmitted to or stored in any other web site or other form of electronic retrieval system. You are only permitted to use the content of this Website for personal, non-commercial purposes and PaymentPlus grants you a limited licence to view on a single computer the contents of this Website for this limited purpose subject to these Terms and Conditions of Use.

Reproduction of any part of the contents in any form is prohibited other than in accordance with the express permission of PaymentPlus. Except where expressly permitted in writing by PaymentPlus, the use of the contents of this Website on any other website, or in a networked computer environment for any purpose is prohibited.

No rights are granted in respect of any trademarks, including graphics, logos, icons or words contained

on this Website, which belong to PaymentPlus. Unauthorised use of the contents of this Website may infringe or violate copyright, trademark and other laws.

6. Modifications and Amendments to this Website

We reserve the right to amend without notice at any time the content of this Website and the information contained therein, including these Terms and Conditions of Use and our Privacy Statement.

7. Availability of Service

We may at any time and without any liability to you, modify, suspend or discontinue this Website or any content or information contained thereon, with or without notice, for any valid technical, operational or commercial reason.

8. Hypertext and other links

8.1 This Website may contain links to third party web sites. These links are provided solely as a convenience to you and not as an endorsement by us of the content on such third party web sites. We are not responsible for the content of linked third party sites and do not make any representations or warranties regarding the content or accuracy of materials on such sites. If you decide to access linked third-party web sites, you do so at your own risk and in accordance with the prevailing terms and conditions of such third party sites.

8.2 We generally welcome the hyper-linking to this Website from other appropriate web sites, provided such links are to this Website's homepage (and no deeper within this Website) and provided we give our prior written consent to the establishment of such links. Notwithstanding the foregoing, we reserve the absolute right to refuse to consent to such links without giving reasons. Any links to this Website from another web site must be presented in such a manner that the viewing of this Website is not impaired by framing or similar techniques that may impair the visitor's user experience.

9. Prohibited Use of this Website

You agree not to use this Website or cause or permit any information or content to be used:

(a) For any illegal or improper purpose. If we, in our opinion, deem a purpose to be improper, we may in those circumstances take such steps as we deem appropriate;

(b) So as to jeopardise or prejudice the operation, quality or integrity of this Website or the information or content contained therein, or the operation, quality or integrity of any telecommunications network or to infringe the copyright of PaymentPlus;

(c) To harvest or otherwise collect information about others, including e-mail addresses, without their consent;

(d) To distribute, download, upload or transmit any material which contains viruses, trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious programs;

(e) Contrary to the terms and conditions of any Internet Service Provider whose services you may use.

10. General disclaimer and indemnity

10.1 We are not accountable for and do not accept any liability or responsibility for any loss, damage (including without limitation, incidental, punitive, exemplary, special or consequential damages, loss of profit or damages resulting from lost data or business interruption) or expense resulting from:

(a) Using the information and contents of this Website whether with or without authorisation;

(b) Relying on the information and contents of this Website, whether downloaded or not;

(c) The performance, operation, functionality, non-performance, unavailability, inaccessibility, or corruption of this Website:

(d) Communicating with us or transmitting instructions to us over the internet via this Website.

10.2 You agree to indemnify and hold PaymentPlus harmless, without limitation, against any and all claims, loss, damage, liability, costs or expenses suffered or incurred by PaymentPlus related to or arising as a result of any infringement or breach by you of PaymentPlus' website terms and conditions including these Terms, Privacy Statement and Security Policy and/or the terms and conditions of any social media network provider.

11. Your Security

The use of this Website is entirely at your own risk and PaymentPlus do not warrant that use of this Website or material downloaded from this Website will not cause loss or damage of any nature, including but not limited to your property, loss of business revenue or profits, goodwill or any type of financial loss, direct or indirect, howsoever arising as a result of use of the Website.

You are advised that information transmitted by electronic mail over the internet may not be secure, remain confidential or be delivered correctly. Electronic mail may also be corrupted and is liable to interference from third parties. We are not accountable, liable or responsible for the accuracy or reliability of messages sent or received by email over the internet in connection with this Website.

12. Data Protection/Privacy

By agreeing to be bound by these Terms and Conditions, you are consenting to us collecting and storing certain personal data about you. This data will be used to provide the service applied for and may be stored by PaymentPlus to keep you informed of products and services which may be of interest to you. Further information on how PaymentPlus utilises personal data about you are contained in the PaymentPlus Privacy Statement for Online Media and Mobile Banking.

Our Privacy Policy sets out in detail how we may use your personal data and our obligations pursuant to the "Data Protection Legislation" means the EU General Data Protection Regulation (GDPR) 2016/679 and any applicable legislation or regulations that implement the GDPR into national law in addition to any other applicable law or regulation relating to the processing of personal data and to privacy, as such

legislation shall be amended, revised or replaced from time to time. Should there be any conflict between these Terms and Conditions of Use and the Privacy Policy, the Terms and Conditions of Use shall prevail. Where you are a customer of PaymentPlus, please help us to keep your information up to date by notifying us of any changes in your personal details.

We may record telephone conversations for training or quality control purposes, and to verify the content of any conversation, including customer instructions.

To maintain the security of our systems, protect our staff and to assist in the detection of fraud or other possible crimes we may monitor internet communications, including web and email traffic, into and out of our domains.

Without prejudice to the generality of the forgoing, this monitoring includes checks for viruses and other malignant code, criminal activity, and unauthorised use of content.

13. Other Professional Pages

Certain areas in this Website are provided for the benefit of professional service providers and are not intended for the general public. Unless you are appropriately qualified and authorised to access such pages, you should not do so. If you are appropriately qualified and authorised to access such pages, you should exercise your own professional judgement before acting upon any information contained in this Website.

14. Third Party Service Providers

Where this Website includes references to third party service providers, unless stated to the contrary, this does not indicate that we endorse or recommend any such service provider. You should use your own judgment in choosing any service providers and, if you choose to engage a service provider featured on this Website, you do so at your own risk.

15. Complaints Procedure

We aim to provide a friendly and efficient service to our customers and it is our policy to ensure that all your concerns are dealt with fairly and promptly. If you have any complaint please write to the Client Services Department, PaymentPlus, Geddes House, Kirkton North, Livingston, EH54 6GU.

16. General

If any provision of these Terms and Conditions of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions of Use, which shall remain in full force and effect.

No waiver of any term of these Terms and Conditions of Use shall be deemed a further or continuing waiver of such term or any other term

In these Terms and Conditions of Use the headings are for convenience only and shall not affect the interpretation of the Terms and Conditions of Use. Words denoting the singular include the plural and

vice versa and words denoting any gender include all genders. References to any legislation include references to that legislation as amended or re-enacted from time to time.

Any attempted access to this Website or attempted use of the information contained therein is subject to these Terms and Conditions of Use.

If you violate any of these Terms and Conditions, your permission to use this Website and the contents and information on this Website automatically terminates and you must immediately destroy any copies you have made of the contents and information on this Website.

17. Interactive Area

17.1. When using any Interactive Area on the PaymentPlus Website you will be subject to the following conditions and all instructions, rules and supplemental terms and conditions, guidelines and principles posted on the Website from time to time, which form part of these Terms and Conditions.

17.2 All of the views expressed in any Interactive Area, including authors working for PaymentPlus are purely the personal views of the authors and commentators and are based on their personal experiences and knowledge at the time of writing. PaymentPlus does not allow anonymous comments. Posts will be published on our Interactive Areas with the full name of the commentator/author submitting the post.

17.3. You should make sure to evaluate the relevance, accuracy and completeness of all information given in our Interactive Area before relying on the information in any important matters. PaymentPlus does not offer financial or other advice through Interactive Areas. PaymentPlus shall not be liable for any loss you may suffer if you act, or do not act based on the views expressed in any Interactive Area.

17.4. You agree not to use any Interactive Area to upload, post, e-mail, transmit or otherwise make available any content or material that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, false or inaccurate, an invasion of another's privacy or otherwise objectionable, and you shall not use any Interactive Area to stalk or otherwise harass another or collect or store personal data about other users of any Interactive Area.

17.5. Notwithstanding any restrictions on Interactive Area posts, you understand that you use Interactive Areas at your own risk and may be exposed to content that you consider offensive. As a provider of interactive services, PaymentPlus is not liable for the content of any posts provided by users of an Interactive Area.

17.6. PaymentPlus reserve the right to discontinue or restrict your use of an Interactive Area for any reason without notice and without liability to you.

17.7. By posting comments on an Interactive Area you agree to allow the content to be re-used or quoted by PaymentPlus without further notification to you. You grant PaymentPlus a perpetual, free and irrevocable right and licence to use, reproduce, modify, adapt, publish, translate, distribute, transmit, publicly display, sublicense, transfer and sell such content in any format whatsoever.

18. Governing Law

You agree that these Terms and Conditions (including any amendments made thereto) shall be governed by and construed in accordance with the laws of England and that the courts of England shall have exclusive jurisdiction to resolve any disputes arising out of or in connection therewith,

These Terms and Conditions of Use were last updated on the 2nd May 2018.