

GoCardless Integration Partner agreement

This Agreement was updated on 14 May 2018. If you signed up on or after 14 May 2018, you will be bound by this version of the Agreement. If you signed up before 14 May 2018, you will be bound by this version of the Agreement from 1 June 2018 onwards, unless otherwise notified via email.

Plain English

We know that terms & conditions can be lengthy and difficult to read, so adjacent to each section of legal terms (the numbered paragraphs, with no background), we've set out (in a light grey box) a brief, plain-English summary of the key points for that section of the legal terms. **Note that the legal terms will always be the binding terms, and the explanation (in the light grey boxes) is there to help you understand the legal terms, but is non-binding.** Any questions, please get in touch via our usual support contact options.

About the GoCardless Integration Partner Platform

The GoCardless Integration Partner Platform (and this Agreement) allows you to integrate your own system with our API, to enable your customers (referred to as 'Merchants') to create and manage payments via direct debit from within your system. You can also report back information to them about the status of their mandates and payments, and build tools to do awesome things like automatically reconcile GoCardless payments with invoices, or pull out analytics on payment performance. To enable this functionality, your customers give you certain permissions to control their GoCardless Accounts.

GoCardless will still contract directly with your customers by entering into a separate agreement with them, which means you don't need to worry about holding funds or being regulated, as we'll pay funds directly to your customers, and collect fees from them too.

We'll also manage the verification process – as an authorised payments institution, we are obliged to carry out 'know your customer' checks and anti-money laundering checks - but once the initial checks are performed and monitoring set up, your customers can effectively use the GoCardless service entirely from within your software, enabling you to connect their payments with existing systems and workflows.

To create a Pre-built Integration, check out our 'Getting Started' guide [here](#).

As an Integration Partner, you may be able to earn revenue share of 10% in relation to payments that are initiated by your Pre-built Integration. Read on to find out more.

It's important to note that the relationship between us is also totally separate from the relationship you have with your customers to provide goods or services – we're not involved in the actual supply of any goods and services to your customers and any disputes about that should be resolved directly between you and that customer. We have no involvement in or liability for the contractual arrangements between you and your customers.

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Parties and Basic Commitments

We'll provide you with a service that enables your customers to set up and receive payments from their own customers, through your system. Your customers can do this by creating their own GoCardless Account online and "connecting" their account to your system, via an integration created by you and through the authentication method our API provides.

We'll let you use our service to do this, so long as you also set up your own GoCardless Account online, complete all our checks and provide all the information we need. These requirements are set out in detail in the [GoCardless Merchant Agreement](#), so you will be bound by the terms and conditions of that agreement, as well as these terms and conditions. We recommend you read both sets of terms and conditions.

We do not get involved in the actual supply of goods/services, or the provision of support to your customers, all of which is your responsibility and is governed by the separate agreement between you and your customers.

To assist us with promoting your Pre-built Integration, we may ask you to produce and publish documentation outlining the nature of your Pre-built Integration, how it works and the benefits associated with it. If you do not do this when requested, we may withhold Revenue Share and/or Integration Fees from you.

1. GoCardless Ltd (referred to as '**GoCardless**', '**we**' or '**us**') provides a service that enables Merchants to set up and receive secure direct debit payments from Customers via their **Merchant Account**. We do not provide a service that enables Merchants to accept payment for non-commercial purposes.
2. This Agreement sets out the terms and conditions of the agreement between you, the Integration Partner and GoCardless for your access to and use of the API in accordance with the GoCardless Integration Partner Platform.
3. The GoCardless Integration Partner Platform enables you to offer payment collection services to Merchants through the **Integration Partner System**, enabling those Merchants to collect payments from Customers, through the Integration Partner System.
4. If there is a conflict between this Agreement and [the website terms of use](#), or the [GoCardless Merchant Agreement](#) solely in relation to your use of the GoCardless Integration Partner Platform, this Agreement will prevail.
5. You must have passed **Verification** for your GoCardless Account and each **Nominated Account**, before you can receive any Revenue Share or other payments from GoCardless.
6. If there is a conflict between this Agreement and [the website terms of use](#), or the [GoCardless Merchant Agreement](#) solely in relation to your use of the GoCardless Integration Partner Platform, this Agreement will prevail.
7. You must have passed **Verification** for your GoCardless Account and each **Nominated Account**, before you can receive any Revenue Share or other payments from GoCardless.
8. You acknowledge and agree that:
 - a. you shall provide accurate information and reasonable assistance to GoCardless in relation to your use of the GoCardless Integration Partner Platform;

- b. your use of the GoCardless Integration Partner Platform and the supply of the **GoCardless Service** will not create any liability on the part of GoCardless in respect of the supply of goods or services by you to a Merchant, and you will remain directly liable in relation to such supply, including the provision of the Integration Partner System;
 - c. therefore, you are also solely responsible for providing support and related services to Merchants for all issues related to that supply of goods or services, including (but not limited to) all issues arising from the Integration Partner System; and
 - d. GoCardless may terminate, suspend or apply certain limits to your use of the GoCardless Integration Partner Platform, as further set out in this Agreement.
9. You agree to, upon GoCardless' request, produce comprehensive documentation detailing (at a minimum):
- a. the nature of your Pre-built Integration;
 - b. the benefits associated with your Pre-built Integration; and
 - c. how your Pre-built Integration operates (including, but not limited to, providing screenshots to partnerships@gocardless.com, or such other email address as communicated by GoCardless to you, in respect of the same).
10. You agree to provide such documentation to GoCardless for its review and approval, and to make such documentation publicly available by publishing it on your website. GoCardless may (a) withhold Revenue Share and/or Integration Fees; and (b) fail any Integration Review, where it determines, in its sole discretion, that the requirements of clause 9 have not been met.

The GoCardless Integration Partner Platform

You're allowed to use our API in accordance with the specific documentation and information we provide in relation to it, and not in any other way.

Before you can release your live Pre-built Integration, we require it to be reviewed by us. If your Pre-built Integration does not pass our review, we can put you through further reviews (our preference – we want you live), or also retain the right to terminate this agreement, or reduce/remove any Revenue Share.

Once your Pre-built Integration is live, you will be able to initiate transactions and refunds, and make use of other features of Connected Merchant Accounts, on behalf of Connected Merchants. However, it's important to note that you won't actually own any of the transactions or any other details related to that Connected Merchant's account.

We expect you to take all reasonable steps when using your customer's GoCardless Account to make sure that you don't do or facilitate anything illegal or any of things that we class as 'Restricted Activities'. This is very important, so please check the list at gocardless.com/legal/restrictions/.

11. GoCardless may make the API available to you. Further, it may make available **Documentation** in relation to the API. Where it does, you shall comply with the Documentation in connection with the integration and use of the API.
12. You must not use the API in a way which GoCardless has stated is not permitted in the current version of the Documentation, or in any way which is prohibited by publicly available documentation relating to API. We may ask you to install or update certain software in order to ensure the proper functioning of the API.
13. For the avoidance of doubt, as an Integration Partner, you do not own any of the **Merchant Data**.
14. As an Integration Partner, you will, where permitted by a Merchant, be able to access certain Merchant Data and be able to perform certain tasks and initiate **Authorised Activity** in relation to a Connected Merchant Account and that Merchant Data.
15. You must not perform any activity in relation to a Connected Merchant Account other than an Authorised Activity.
16. GoCardless will subject your Pre-built Integration to Integration Review(s) prior to your Pre-built Integration being made available to Merchants, and at any time thereafter to ensure that the standards required of your re-built Integration as set out in an Integration Review continue to be met. Your Pre-built Integration must pass such Integration Review(s) before it can be used by Merchants. Where your Pre-built Integration has not passed Integration Review(s), GoCardless may terminate this Agreement pursuant to clause 76 of this Agreement, or, in its sole discretion, and without limiting GoCardless' other rights: (a) conduct a subsequent review of the Pre-built Integration, and determine that the Pre-built Integration has, or has not passed, such review; (b) reduce or eliminate Revenue Share due and/or payable to you.

17. Once your Pre-built Integration has passed Integration Review(s), we may, at our discretion, require your Pre-built Integration to undergo further reviews.

Connected Merchant Accounts

We require you to have a legally binding agreement with all of your customers that are connecting their GoCardless account to your system, which must contain the information set out here. We leave it to you to decide how you would like to provide this information, but as an example, we would expect you to provide:

1) A high-level explanation of what your Pre-built Integration does and in particular, that your customer gives you permission to carry out 'Authorised Activity' on their behalf. We consider you to have carried out 'Authorised Activity' when the following sequence of events happens: (1) one of your customers sets up a mandate or initiates a payment itself from within your system, and then (2) your Pre-built Integration communicates this to us, via our API and we act in accordance with the customer's actions/instructions.

2) Explaining to your customer that you will have access to all data associated with their GoCardless account (including historic activity that may reference mandates or payments that were not set up or triggered by your customer through your Pre-built Integration), and how you will protect this data. For example, if your customer uses our service to collect payments via a third party's software in addition to via your Pre-built Integration, you will be able to see all payment relating to that third-party software. Your contract should be clear as to whether you're a data controller or data processor of the data the merchant is giving you access to. If you are a processor of that data, there are other contractual

18. You must clearly explain to each Merchant that provides you with access to a Connected Merchant Account:
 - a. your use of the GoCardless Integration Partner Platform;
 - b. the details of the Integration Partner System;
 - c. how you will make use of and protect the Connected Merchant Account and the Merchant Data, including specifying your role under Data Protection Law i.e. as a data controller, or data processor and including all other terms required under Data Protection Law;
 - d. the Authorised Activity you will carry out, including obtaining express permission to carry out such Authorised Activity, and explaining that positive actions initiated by Connected Merchants from within your Integration Partner System will result in you carrying out Authorised Activity on the Connected Merchant's behalf;
 - e. any fees that you might charge, including in relation to the Integration Partner Platform (including, but not limited to, **Integration Fees**), how and when these will be charged, and how and when the Connected Merchant must pay;
 - f. any other information as required by this Agreement.

(together, this information being the '**Integration Partner Information**')

19. You must prominently display all applicable fees (including, without limitation, Integration Fees), to Merchants prior to entering into the Integration Partner Agreement with a Merchant.
20. Provision of the Integration Partner Information to Merchants and Connected Merchants is your sole responsibility, and GoCardless shall have no liability or responsibility in relation to or connection with the provision or non-provision of the Integration Partner Information.

terms you must include.

3) Additional fees you will charge your customers for use of your Pre-built Integration

We aren't obliged to offer any services to your customers, and our decision as to whether we do so is entirely our decision. We can also suspend or terminate your customer's account, if they use it or our services to carry out an illegal or Restricted Activity, or anything else we've told them not to do.

Just because your customers have connected their account to your system, does not mean that they are restricted to using our service for this purpose only. Your customers are free to use our service independently of your system, and you are not permitted to take steps (contractual or otherwise) to prevent them from doing so, if they wish.

We may limit the type of Merchants that can use the Pre-built Integration or restrict the use of the Pre-built Integration to specific Merchants.

You should only ever use your own account in a lawful manner and you should look after your customers' accounts that are connected to your system at all times. Don't exploit their trust by letting any third parties access their account and don't collect or use any information without their prior permission.

21. You will be solely responsible for determining the VAT treatment of any Integration Fees you charge to a Merchant, and shall account for them accordingly wherever required
22. You must enter into an **Integration Partner Agreement** with any Merchant that provides you with access to a Connected Merchant Account. You must include all the Integration Partner Information in the Integration Partner Agreement.
23. The Integration Partner Agreement must make it clear that you are carrying out Authorised Activity on behalf of the Merchant, in relation to the operation of the Connected Merchant Account.
24. GoCardless enters into an agreement with each Merchant for the provision of the GoCardless Service, typically the [GoCardless Merchant Agreement](#). Consequently, no Merchant is bound to use their GoCardless Account in relation to the Integration Partner System only, or at all, and may use the GoCardless Service independently of the Integration Partner System. You must not prevent Merchants from doing this at any point, whether contractually or otherwise, or take any measure which might prevent a Merchant from doing so.
25. In addition, when connecting to an Integration Partner System via the GoCardless Integration Partner Platform, a Connected Merchant must accept the terms of the GoCardless Connected Merchant Agreement.
26. We may provide you with certain rules, criteria and guidelines for accepting Connected Merchant Accounts for use with the Integration Partner System, including but not limited to, those related to industry, risk profiles, value of transactions, or any other criteria. GoCardless has total discretion as to whether or not a business may use GoCardless, and whether they may have a Connected Merchant Account. We may also require you to pass us information on any Merchant, prior to you accepting them as a Connected Merchant for use with the Integration Partner System.
27. Once a Connected Merchant Account is connected to the Integration Partner System, you acknowledge and agree that you, and you alone, are responsible for:

- a. the provision of information to GoCardless under this Agreement, including the completeness and accuracy of that information;
 - b. use of any data, including Merchant Data accessed or provided to you; and
 - c. any Unauthorised Activity performed by you or the Integration Partner System, and the results of any such activity.
- 28.** We may suspend or terminate a Connected Merchant Account, and/or the related Merchant, and may suspend or cease provision of the GoCardless Service to any Merchant if:
- a. that Merchant is carrying out any Restricted Activity, or we reasonably believe that is the case;
 - b. the Merchant has, in GoCardless' absolute discretion, breached or has failed to satisfy the terms or conditions of any agreement with GoCardless;
 - c. the Merchant has, in GoCardless' absolute discretion, breached any applicable law, regulation or Payment Scheme rules;
 - d. the Merchant has, in GoCardless' absolute discretion, connected to your Pre-built Integration with no intention of initiating *bona fide* Transactions through that Pre-built Integration, but for some other purpose, for example to take advantage of certain fees; or
 - e. the Merchant has otherwise conducted any activity that, in GoCardless' sole discretion, has or might bring GoCardless or its brand into disrepute.
- 29.** You are prohibited from:
- a. selling or transferring your GoCardless Account and/or your access to any Connected Merchant Account;
 - b. allowing third parties to access any Connected Merchant Account or Merchant Data;
 - c. using your GoCardless Account in any way which is unlawful; and

30. You will be responsible for all acts and omissions in relation to any activity connected with use of the Credentials (including by any third party).
31. Unless you or a Merchant with the relevant plan features, as applicable, instructs us otherwise, GoCardless will be responsible for all **Payment Pages** and **Payment Notifications**.
32. You further agree that you will not commence collecting any information using your own designated Payment Pages until these are approved by GoCardless, and will not change those Payment Pages without first having them approved by GoCardless (such approval not to be unreasonably withheld, in any case),

Integration Fees

You can charge your Connected Merchants Integration Fees – a fee charged for each payment you process for them via the Pre-built Integration.

Once a payment has been successfully collected, we'll allocate the Integration Fee to your account. We'll then assess if you owe us any amounts, and deduct these before we pay the Integration Fee into your bank account. Just remember though, the payment must come about and be triggered through your system and integration for you to be able to receive this fee.

If for some reason we can't deduct the amounts that we're owed, we might send you an invoice for those amounts.

33. The GoCardless Integration Partner Platform allows you to collect **Integration Fees** from Connected Merchant Accounts in relation to each Transaction.
34. We will deduct Integration Fees from Transactions completed on behalf of Connected Merchants, that originate from the Integration Partner System via the Pre-built Integration, and allocate them to your GoCardless Account immediately. These fees will then be paid out as detailed in the Merchant Agreement. You must have a Nominated Account in the currency of the Integration Fees collected in order for us to pay those Integration Fees out to you.
35. We will then transfer funds from your GoCardless Account to the Nominated Account in accordance with the **Payment Scheme Timing**, less any **Authorised Deductions** and any other amounts owed, including:
 - a. any costs we have had to incur relating to Connected Merchant Account Transactions where we have paid out a refund or the underlying payment transaction has otherwise been reversed (such as in the case of a **Chargeback**);
 - b. any unauthorised or incorrectly executed payment transactions notified to us by a Customer or Merchant, plus any related interest and charges.
36. If we cannot deduct the Integration Fees or any other amounts set out above from payments to you, we may invoice you for those amounts, and such amounts will be immediately due and payable

Keeping the GoCardless Integration Partner Platform secure

Keep your GoCardless Integration Partner Platform access details safe.

Unless you tell us that your details have been misplaced or fallen into the wrong hands, we'll assume that all use of the GoCardless Integration Partner Platform where your access details have been used, has been authorised by you.

37. You must take all reasonable steps to keep the Credentials safe and to prevent fraudulent use of the **Credentials**.
38. You must inform GoCardless without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Credentials.
39. You agree that GoCardless is entitled to assume that any party using the Credentials is authorised to do so, and to perform all and any acts made possible by such use. You will be liable for all such acts under this Agreement as if you had performed them yourself

Trade Marks and Intellectual Property

We allow each other to use certain trade marks. You must use the Marks in accordance with our guidance and instructions. All intellectual property connected with our service belongs to us.

40. Each Party grants to the other a non-exclusive, fully paid-up, licence to use the **Marks on Marketing Material** for the term of this Agreement, subject to, and in accordance with, the terms of this Agreement.
41. No rights or licences are conferred on either Party pursuant to this licence except those expressly set out in this licence. In particular, you may only use the GoCardless Integration Partner Platform in a manner consistent with this Agreement. All intellectual property in the GoCardless Integration Partner Platform and GoCardless' Marks including that protected by, without limitation, copyright, design right, patents, trade secret and other laws, is and remains the property of GoCardless. Should you make or suggest improvements or changes to the GoCardless Integration Partner Platform, you agree that any intellectual property in such suggestion is the property of GoCardless and that GoCardless may exploit such intellectual property as it sees fit.
42. You shall:
 - a. comply strictly with the directions of GoCardless regarding the form and manner of the application of GoCardless' Marks, including the directions contained in the Guidelines;
 - b. as and when any new GoCardless Marks are released, ensure that you are using the latest versions;
 - c. where applicable, not do or fail to do any act or thing whereby the validity, enforceability or GoCardless' ownership of the trade mark registrations for GoCardless' Marks, or the reputation or goodwill associated with GoCardless' Marks, is likely to be prejudiced; and
 - d. use commercially reasonable endeavours to promote the Pre-built Integration;
 - e. ensure that your advertising, marketing and promotion of the GoCardless Service shall in no way reduce or diminish

the reputation, image and prestige of GoCardless, the GoCardless Marks or the GoCardless Service;

- f. send to GoCardless, for its prior written approval, the text and layout of all proposed Marketing Materials. You shall not issue any Marketing Materials if you have not obtained the prior written approval of GoCardless;
- g. bear the costs of all advertising, marketing and promotion that you undertake in relation to the Pre-built Integration, unless otherwise agreed in writing by GoCardless;
- h. obtain prior written consent by GoCardless and check statutory preference services, where applicable, before sending unsolicited direct marketing communications as required by all applicable privacy and data protection laws.

43. You shall indemnify GoCardless against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by GoCardless arising out of or in connection with this section of the Agreement, entitled 'Trade Marks and Intellectual Property'

No Partnership

'Partner' can have quite a specific legal meaning, and we've not put a ring on it yet - we're just making that clear. Neither of us can claim a heightened level of relationship status either, unless of course it is true and agreed between us.

That being said, we can refer to you as an Integration Partner while this agreement is in place between us.

44. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way. Neither you nor GoCardless will suggest or claim any sponsorship, endorsement or affiliation between us, other than in accordance with the section of this Agreement entitled ['Trade Marks and Intellectual Property'](#) unless such a relationship is governed by a separate agreement.

45. You agree that during the term of this Agreement, we may refer to you publicly as an Integration Partner, and as a party that is working with GoCardless to enable Merchants to use the GoCardless Service in connection with the Integration Partner System, including via the Pre-built Integration.

Revenue Share

Whenever we process a payment for one of your customers, we'll charge them our own fee (per payment). We'll do this irrespective of whether you charge your customers an Integration Fee or not.

However, if you're not charging an Integration Fee, we're happy to give you 10% of the fee we charge in relation to payments initiated via your Pre-built Integration (we call this Revenue Share) and we'll pay this into your bank account. Greed is not good though, so we won't be offering this to you where you're already collecting Integration Fees from your customers.

To enable Revenue Share, you'll need to get in touch via help@gocardless.com to get your account set up for Revenue Share payments.

46. You may contact GoCardless to request that we allocate a **Revenue Share** to you.
47. You must do this by emailing help@gocardless.com. Note that we can only set up your account for Revenue Share and allocate Revenue Share to you, once you have created a live Pre-built Integration.
48. You will not be entitled to any Revenue Share in the event that you charge Integration Fees to Connected Merchants. This is set at a Pre-built Integration level and cannot be changed on a per-Connected Merchant Basis.
49. Note that Revenue Share is not paid on Transactions that are not initiated via the Pre-built Integration (e.g. where a mandate has been set up via the Pre-built Integration, but the relevant Transactions have not been triggered by the Pre-built Integration, no Revenue Share will be paid on such Transactions).
50. When calculating the Revenue Share attributable to each Integration Partner-related Transaction Fee, we apply rounding. You acknowledge that due to such rounding, the amount of Revenue Share paid out to you in any given month may not be exactly 10% of the Integration Partner-related Transaction Fees (or such other percentage agreed in writing by you and us) received by us in that month.
51. The Revenue Share will be paid out to you in the same way as Integration Fees, including in relation to timings and requiring you to have passed Verification.
52. Revenue Share will be paid out in the same currency as the underlying Transaction. Therefore, you must have a verified Nominated Account in the currency of the underlying Transactions, for us to be able to pay the relevant Revenue Share out to you.
53. Amounts paid to you as Revenue Share are inclusive of any applicable VAT or similar taxes

Suspected Fraud and Similar Activity

You have to tell us if you think your customers or other people are using GoCardless to do fraudulent or other bad things.

On our side, if we suspect there's something fishy going on in relation to payment – for example, that it's fraudulent, or breaches laws, regulations or rules applicable to direct debits, we may decide not to process that transaction and/or take certain other actions, such as informing the payer to charge a payment back.

We may also share information about you and/or your transactions with enforcement agencies, governments etc. if we suspect any fraudulent activity.

54. You must notify GoCardless as soon as reasonably practicable if you become aware of any fraudulent, Restricted Activity or other illegal activity on the part of a Merchant (including a Connected Merchant), or Customer (including, without limitation, money laundering or terrorist financing) by emailing GoCardless at help@gocardless.com or by phone using the contact details provided on the GoCardless Site.
55. If we suspect that any use of the GoCardless Service, including the GoCardless Integration Partner Platform, a GoCardless Account or a Connected Merchant Account, is fraudulent, is not authorised, is in violation of this Agreement, law or regulation, or the relevant Payment Scheme, or is likely to expose either GoCardless, or any other party to harm, or that you are facilitating any similar activity or outcome, we reserve the right to:
 - a. immediately terminate the relevant party's use of the GoCardless Service, including use of the GoCardless Integration Partner Platform or a GoCardless Account;
 - b. not process any underlying Transaction, and if the Transaction has already been processed, to reverse it if possible to do so, and/or to advise a Customer to claim such funds back resulting in a Chargeback that the relevant Merchant would be liable for.
56. In addition, you grant us permission to provide any law enforcement, government or similar agency or body with information about you, any Connected Merchant, underlying Transactions and any other information we hold about you, including all details of the Integration Partner System and any Connected Merchant Account, if we suspect that you are using or enabling use of the GoCardless Service, including the Integration Partner System and any Connected Merchant Account, or the Integration Partner System in such a way as to facilitate the type of activity or outcomes set out in clause 55, above.

57. We may do all of the things set out in this section entitled 'Suspected Fraud and Similar Activity' even following termination of your GoCardless Account and this Agreement

Law enforcement and other demands

We may receive legal demands for your information or funds, and may respond to such demands at our discretion, sharing information or transferring funds as required. We won't owe you anything if we do this. Where we can, and it doesn't put anyone at risk (including us), we'll look to inform you of the request.

58. GoCardless respects your privacy and your role as a data controller in respect of Personal Data that relates to a Merchant. However, we reserve the right to respond to any **Legal Process Request**. We are in no way liable to you or any other party, whether for indirect or direct losses or otherwise, as a result of our compliance or non-compliance with any Legal Process Request.
59. We may deliver funds relating to or deriving from your use of the GoCardless Service and/or information where required to do so by or in connection with a Legal Process Request. Where we are permitted to do so, and unless to do so would, in our sole and absolute discretion, put the security of the GoCardless Service or any individual at risk, we will use reasonable endeavours to provide you with notice of any such Legal Process Request.

General Warranties

We promise to do what is reasonably expected of us to provide you with payment services.

You promise to make sure you're doing what you should be to enable us to process payments properly and lawfully and to get information from your customers to do so.

60. GoCardless does not warrant that the GoCardless Service or the GoCardless Integration Partner Platform will be uninterrupted or error free, but will use reasonable commercial endeavours to provide the GoCardless Service.
61. You warrant that:
 - a. you will comply with your obligations under this Agreement, including, but not limited to, all those relating to obtaining consent for the use of Merchant Data and carrying out of any Authorised Activity;
 - b. you will comply with the rules of each relevant Payment Scheme insofar as they are applicable, and all applicable law and regulations;
 - c. you will ensure that all obligations to Merchants with Connected Merchant Accounts are fulfilled, and that you will resolve all complaints or disputes directly with those Merchants;
 - d. you will not undertake any Restricted Activity; and
 - e. you are solely responsible for providing the Integration Partner System, and any services provided in connection with the same.

Liability

We don't promise anything other than what we explicitly state in this agreement, and the most we'll ever owe you is the greater of £50 or the total of any Revenue Share we have paid to you in the 3 months leading up to any incident resulting in you having a claim against us. There are certain things we can't limit liability for according to law, and so we don't limit liability for those things!

If your customers use your system and then come knocking on our door with a complaint or claim about it, you agree that it's not our responsibility and that you'll step in and sort things out with your customer directly. The same goes for making sure that your employees and agents act above board and in compliance with the law, and that you put in place proper security controls and procedures to prevent unauthorised access or use of the GoCardless Platform or your GoCardless Account.

62. All conditions, warranties and representations, expressed or implied by statute, common law or otherwise, in relation to the supply, non-supply or delay in supplying the GoCardless Service and/or the GoCardless Integration Partner Platform are excluded to the extent permitted by law
63. We are not responsible for, and shall in no way be liable for:
 - a. your provision of the Integration Partner System and related services of any nature, including but not limited to, providing customer support, service notifications, receipts, refunds, or any other action;
 - b. your, your agent's or employees compliance with laws, regulations and the Payment Scheme rules;
 - c. any acts or omissions in relation to (a) and (b), above; and
 - d. any unauthorised access, hacking, tampering or use of your connection to the GoCardless Integration Partner Platform, your Merchant Account or any data connected with it, as a result of your specific security controls or procedures.
64. You agree to defend, indemnify and hold harmless GoCardless, our employees, agents and assigns, from and against any cause of action, damage, loss or liability arising out of or in connection with:
 - a. any dispute between you and a Connected Merchant, or any similar dispute between GoCardless and a Connected Merchant relating to your use of the GoCardless Integration Partner Platform. This includes disputes in relation to any activity conducted by you, including Authorised Activity and your use and treatment of Merchant Data;
 - b. your use of the API in a manner inconsistent with the Documentation; and

c. any other breach of this Agreement, law, regulation or the Payment Scheme rules by you.

65. Subject to clause 66, the entire liability of GoCardless arising out of or in connection with the supply, non-supply or delay in supplying the GoCardless Service or otherwise in connection with this Agreement, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, is limited in respect of each event or series of connected events to the greater of (a) GBP £50; and (b) the Revenue Share we have paid to you in the three months preceding an event or series of events.

66. Nothing in this Agreement shall operate to exclude or restrict either Party's (or that Party's employees' or agents') liability for:

- a. any matter which cannot be limited or excluded by law;
- b. death or personal injury resulting from negligence; or
- c. fraud, deceit or fraudulent misrepresentation

Data Protection and Information Sharing

We work to a high standard of data protection and privacy compliance, which meets or exceeds the requirements set out in the General Data Protection Regulation.

67. For the purposes of this Agreement, "Personal Data", "data controller", "data subject", "supervisory authority", "personal data breach" and "process" shall have the meaning given by the Data Protection Law.
68. GoCardless and the Merchant, in their capacity as a Connected Merchant, are independent data controllers in relation to the Personal Data processed in the course of the performance of this Agreement.
69. You and we shall each comply with our respective obligations under the applicable Data Protection Law. You shall ensure that the Integration Partner Platform enables the provision of all required information to data subjects in accordance with the applicable Data Protection Law, including a written notice that (a) identifies GoCardless by name, (b) describes the services GoCardless provides, (c) describes the data protection rights available to the data subject, including the right to object, and (d) includes the website address of GoCardless' Privacy Notice (<https://gocardless.com/legal/privacy/>). This is particularly applicable to any Payment Pages your Pre-built Integration provides.
70. You shall notify GoCardless without undue delay in the event that you are required to notify a data protection regulator or data subject under the Data Protection Law of any data breach concerning personal data processed for a Merchant in relation to this Integration Partner Agreement.

Suspension of your Account and the Services

We may suspend services we provide to you in a number of circumstances, for example, if you breach this agreement, become insolvent, don't pay us, act fraudulently, or you do one of the things we said we didn't want you using our service to take payments for.

Assuming that the reasons for the suspension are resolved, we will begin providing you with the service again. If we can't resolve the issues that have arisen, we may terminate our agreement with and stop providing you with services altogether

71. GoCardless will be entitled to suspend or withdraw your right to use the GoCardless Service and the GoCardless Integration Partner Platform (or any part of it) where:
 - a. you are in breach of any of your obligations under this Agreement;
 - b. you have breached your obligations in respect of the security of your GoCardless Account or the Credentials, or GoCardless has reasonable grounds to suspect such breach;
 - c. you have performed Unauthorised Activity;
 - d. you have used the GoCardless Service or the GoCardless Integration Partner Platform to carry out or facilitate any Restricted Activity;
 - e. you suffer an **Insolvency Event** or GoCardless reasonably suspects that you will do so;
 - f. you fail to pay to GoCardless when due any sum payable to us;
 - g. you have used the GoCardless Service or the GoCardless Integration Partner Platform (or any part of it) in a manner which is unlawful;
 - h. there has been unauthorised or fraudulent use of your Credentials or GoCardless has reasonable grounds to suspect such fraudulent or unauthorised use;
 - i. while GoCardless is conducting anti-money laundering or similar checks on you, until those checks are resolved to GoCardless' satisfaction; or
 - j. it is required to do so by law or regulation.

72. Where any of the factors for suspension referred to above cease to exist then, unless GoCardless exercises its rights to terminate this Agreement in light of such factors, GoCardless will, as soon as reasonably practicable, reinstate your access to the

GoCardless Integration Partner Platform but may require you to change the Credentials.

Termination

You accept these terms as soon as you sign up for an account with us, or start using our service.

Each of us can terminate this agreement for any reason. To do this, you must give us one month's notice in writing (email us at help@gocardless.com). We need to give you two months' notice.

If either of us commits a material breach (i.e. a serious one!) of this Agreement, and the person breaching doesn't fix it within 28 days of being told about the breach, the other party can terminate immediately (i.e. it won't be necessary for us to give notice as above).

In addition, we can terminate immediately if you go insolvent or it looks like you're about to. We may also terminate your account if we aren't able to complete verification of your business, or if your use (or your customer's use, facilitated by you) of our service might pose a high risk to us.

73. You will be deemed to have accepted the terms of this Agreement as soon as you start using the GoCardless Integration Partner Platform.
74. You may terminate this Agreement on one month's written notice to GoCardless, such notice to be given in accordance with paragraphs 84 and 85 below.
75. Either Party may terminate this Agreement with immediate effect by giving notice to the other Party if the other Party commits a material breach of this Agreement and (if such a breach is remediable) fails to remedy that breach within 28 days of that Party being notified of the breach.
76. GoCardless may terminate this Agreement:
 - a. on two months' written notice to you;
 - b. **with immediate effect** if you suffer an Insolvency Event;
 - c. **with immediate effect** if Unauthorised Activity occurs;
 - d. **with immediate effect** if your Pre-built Integration has not passed an Integration Review;
 - e. **with immediate effect** if we determine, in our absolute and sole discretion, that your use of the GoCardless Integration Partner Platform presents an unacceptable risk to GoCardless (including, but not limited to, fraud, Chargeback or other risk, data protection risk, or we are unable to successfully verify your GoCardless Account);
 - f. **with immediate effect**, and automatically if our GoCardless Merchant Agreement (or other agreement for the provision of the GoCardless Service) with you is terminated; and
 - g. **with immediate effect**, if you have undertaken or facilitated a Restricted Activity or GoCardless has reasonable grounds to suspect Restricted Activities have taken place.

Law & Venue

We're based in England and, as a result, we have chosen to have this contract governed by the laws of England and Wales. We think this is also a widely understood set of laws, generally suitable for international use.

You agree that any disputes will be heard in the English courts.

77. This Agreement and all disputes or claims arising out of or in connection with it (including any non-contractual disputes), and any obligation arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales.
78. The Parties agree that English courts shall have exclusive jurisdiction over any disputes relating or connected to it.

Maintenance

We only make money when you're processing payments! Therefore, we aim to keep the service running, and to cause minimal disruption through maintenance.

Make sure you sign up to get notifications of upcoming maintenance!

79. GoCardless will use reasonable commercial endeavours to undertake maintenance of the GoCardless Integration Partner Platform so as not to cause disruption to your use of the GoCardless Integration Partner Platform.
80. You may sign up for notifications of both scheduled maintenance and emergency maintenance via the online reporting tool made available by GoCardless at gocardless-status.com or its replacement from time to time.

Force Majeure/Acts of God

It's a fact of life that sometimes, ...stuff happens. These are things beyond our or your direct control, and events such as strikes, wars, fires etc. – a more complete list is on the right.

If one of these events happens, neither of us will be responsible to the other party if we can't fulfill our obligations under this agreement, or if we're delayed in doing so.

81. For the purposes of this Agreement, "**Force Majeure Event**" means an event beyond the reasonable control of **the affected Party**, including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of **that Party** or any other Party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
82. **Neither Party** shall be liable to the **other** as a result of any delay or failure to perform its obligations under this Agreement as a result of a Force Majeure Event.

Assignment and subcontractors

We can do certain things, such as assign the agreement between us to a new party, and also subcontract certain obligations to others. We do use certain sub-contractors, such as our hosting providers.

If you want to assign your contract, please ask us first – we'll need any new entity to pass all our normal signing-up checks and need certain details about them.

83. GoCardless may assign its rights under this Agreement or subcontract its obligations under it to a third party. You shall not assign this Agreement or any rights under this Agreement without GoCardless' prior written consent, and you shall not grant any security over this Agreement.

Getting in touch

If you want to get in touch with us, please do so via email or our online contact options. We can also post things to you.

It's important that we agree when exactly one of us 'receives' a communication for legal purposes (for example to help work out when a notice of termination becomes effective) – we reckon it's fair to give each of us one Business Day (that's a working day) to read such communications.

84. Any notice or other communication required to be given to a Party under or in connection with this Agreement may either be sent by e-mail or by post to an address or number used for such communications by that Party. GoCardless may also provide you with communications, disclosures or notices relating to the GoCardless Service and relating to this Agreement using the GoCardless Site or posting such notices to your mailing address. Electronic notices have the same meaning and effect as a paper copy.
85. Any notice or other communication shall be deemed to have been duly received:
 - a. in the case of e-mails, on the same day as the email is sent with no failure notice; and
 - b. in the case of post, being recorded first class mail or equivalent, the next Business Day following the notice being sent.

General

As you've probably noticed, this agreement is in English and we should communicate in English elsewhere too.

The legal terms, to the right, are all the terms between us and you and we agree that anything we or anyone else has said about GoCardless, that is not in this contract, hasn't factored in to your deciding to use us, and nor do any such comments form part of this agreement.

86. This Agreement is in English and all correspondence will be in English.
87. GoCardless may change or add to the terms of this Agreement and may change, remove, or insert conditions on the use of any feature or element of the GoCardless Service with seven (7) days' prior notice. Such notice may be given on our website or any other website we own or maintain and through which we provide services related to this Agreement. By continuing to use the GoCardless Integration Partner Platform, and unless you notify us otherwise before the date of any proposed change, you will be deemed to have accepted any such changes. If you do object to any change, you may terminate this Agreement immediately and without penalty before the date the relevant change is implemented.
88. Each Party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement, except in the case of fraudulent misrepresentation. No Party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.

Waiver

If either of us does something wrong, and lets the other person off, that doesn't mean all future mistakes, breaches or failures are excused.

Likewise, just because either of us doesn't notice a breach or fault straight away, that doesn't mean that person can't take action in relation to it later on.

The law provides each of us with certain rights and remedies – these may not be referred to explicitly in our agreement, but they still exist.

89. A waiver of any right under this Agreement is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
90. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

Severance

If one bit of this agreement isn't valid for legal reasons, rather than the whole agreement becoming useless, we agree that that bit of the agreement will either be deleted or, if it would remain valid with a small deletion we agree that the small deletion will be read into the agreement.

91. If a court or any other competent authority finds that any provision of this Agreement (or part of any provision) to be invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable

Third Party Rights

This contract is between us, and nobody else. Therefore, only you and we can enforce this contract against the other directly.

92. A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

Change of circumstances

We need to know who we're dealing with and making payments to. Therefore, if your circumstances change – for example, ownership of controlling stake in your company changes, you need to let us know. We'll then get in touch with you to re-run some checks.

If we can't work with you because of your change in circumstances, we can terminate the agreement between us.

93. You will give GoCardless at least 30 days' notice of any proposed change of business, product or service type, trade name or other significant change in business practices or solvency.
94. You will also inform GoCardless immediately of any Insolvency Event and include GoCardless as a creditor in relation to any insolvency proceedings.
95. Should you undergo a change of Control, you must immediately notify GoCardless of that change of Control and provide the details of the new party with Control.
96. Following a change of Control:
 - a. GoCardless will be required to run anti-money laundering checks on you, taking into account the new party with Control, for which you agree to provide all information reasonably requested by GoCardless; and
 - b. should you, following the change of Control, not be able to meet GoCardless' anti-money laundering or other legal or regulatory requirements, GoCardless may immediately terminate this Agreement.

Definitions

What follows are the definitions used in the above terms and conditions – you can easily identify them, as they're capitalised when used in the Agreement. Definitions in the GoCardless Merchant Agreement that have been used in this Agreement (but have not been expressly defined below), shall apply to this Agreement as if they were set out here:

API means the application programming interface via which the GoCardless Service may be integrated into your Integration Partner System.

Authorised Activity means, (a) in the case of accessing Merchant Data, where a Connected Merchant expressly permits for you to undertake such activity, and (b) in the case of performing tasks and initiating activity in relation to a Connected Merchant Account and Merchant Data, including but not limited to initiating Transactions, refunds and making use of other features of the Connected Merchant Account, where the Connected Merchant itself engages, from within your Integration Partner System, in a positive action that prompts the Pre-built Integration to cause you to initiate any such tasks and activity on the Connected Merchant's behalf.

Connected Merchant means a Merchant that has connected their Merchant Account to your Integration Partner System, via your Pre-built Integration, using the authentication method provided by the API.

Connected Merchant Account means a Merchant Account that has been connected by a Merchant to your Integration Partner System, via your Pre-built Integration, using the authentication method provided by the API.

Credentials means any passwords, access tokens or other details used by you to access the GoCardless Integration Partner Platform.

Customer means a customer of a Merchant.

Data Protection Law means the Data Protection Act 1998 and any applicable replacement laws or regulations as may be in force, from time to time.

GoCardless Integration Partner Platform means the platform offered by GoCardless, through which you integrate your Integration Partner System with the API, to enable your Connected Merchants to create and manage payments from within your Integration Partner System.

GoCardless Merchant Agreement means the GoCardless Merchant Agreement at <https://gocardless.com/legal/merchants> as may be replaced from time to time.

Guidelines means GoCardless' conditions with regard to the depiction of the Marks, which can be found at <https://brand.gocardless.com/> as may be updated from time to time.

Insolvency Event has the meaning given to it in the GoCardless Merchant Agreement.

Integration Fees means any additional fees charged by you to Connected Merchants in return for providing those Connected Merchants with the ability to access their Merchant Account and use the GoCardless Service through your Integration Partner System (these may be referred to as "App Fees" in other documentation published by GoCardless).

Integration Partner means the company or other legal entity you entered on the signup page (also referred to as 'you').

Integration Partner Agreement means the legally binding agreement entered into between you, the Integration Partner and a Connected Merchant.

Integration Partner Information has the meaning given to that term in clause 18 of this Agreement.

Integration Partner-related Transaction Fees means the fees charged by GoCardless to a Merchant in relation to Transactions processed by GoCardless on behalf of the Merchant, where such Transactions have been initiated via the Pre-built Integration. For the avoidance of doubt, all other fees paid by the Merchant to GoCardless are excluded from this definition, including without limitation, any monthly fee, and any other Transactions initiated by the Merchant, whether through the GoCardless dashboard, another integration, or otherwise.

Integration Partner System means the system or service provided by you to Merchants.

Integration Review means the review and assessment of your Pre-built Integration, by you or GoCardless, as appropriate and as indicated by GoCardless during the review process, and in accordance with the requirements set out by GoCardless to you, including but not limited to your providing all requested documentation on your Pre-Built Integration, a video walkthrough of your Pre-Built Integration, and any other information GoCardless may request, or requirement GoCardless may impose.

Legal Process Request means any demand, order, request or legal instrument from any government, law enforcement or similar agency.

Marketing Material means advertising and/or promotional material relating to the GoCardless Service including without limitation and without limiting the generality of the foregoing: emails, banners, posters, videos, blog posts and press releases.

Marks means the trade marks and marks of each Party (as the context requires) included in the Guidelines, in the case of the GoCardless Marks, and as otherwise communicated by one Party to the other from time to time.

Merchant means a customer of the Integration Partner.

Merchant Account means a Merchant's GoCardless Account.

Merchant Data means any of the transaction or other details belonging or related to a **Connected Merchant Account**, including information about the Connected Merchant Account itself.

Party means each of GoCardless and you, the Integration Partner and

Parties means both of us.

Payment Pages means the webpages used for the collection from a Customer of the information that is required to complete a Payment Scheme Mandate or Payment Order, as the context requires.

Payment Scheme Timings means the timings set out at the Payment Scheme Timings Page, which are applicable where no administrative error is present or occurs as a result of information provided or actions taken by you or a Customer. Notwithstanding references to the Merchant's

Nominated Account, all payments under this Integration Partner Agreement will be made in the same manner as those to the Merchant's Nominated Account.

Pre-built Integration means the integration created by an Integration Partner, that enables

Merchants to connect their Merchant Account to the Integration Partner's Integration Partner System, using the authentication method provided by the API.

Revenue Share means an amount that is allocated by GoCardless to you, which is 10% of the Integration Partner-related Transaction Fees received by us from Merchants.

Transaction means the receipt by a Merchant of a payment from a Customer, pursuant to a Payment Order.

Unauthorised Activity means any of:

- a. your negligence, fraud, willful misconduct or statement, default, act or omission, breach of statutory duty and/or that of your employees, officers, directors, subcontractors or consultants; and
- b. any event, bug or other software or security issue arising out of your systems, code, development or security processes,

resulting in any cause of action, costs, damage, loss or liability affecting GoCardless, or any Transactions or refunds (as applicable) being initiated or duplicated in the absence of the Merchant's express permission or instruction.

Verification has the meaning given to it in the GoCardless Merchant Agreement.