

# Online services additional service conditions

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# 1 Introduction

1.1 These **additional service conditions** set out the terms and conditions relating to how you use the **online services** via the **portal** and, together with the **operating manuals, procedure guide** and other parts of your **agreement**, govern your use of it. The **online services** allow you and your **nominated users** to view, download and print your merchant statements online and to use the **portal** in connection with any other services or functions allowed. By using the **online services**, you agree to be bound by these **additional service conditions**.

# 2 Your agreement and definitions

2.1 These **additional service conditions** add to and form part of your **agreement**. We have already given you the **merchant terms and conditions** and we will give you another copy if you request one in writing.

2.2 Any terms in bold in these **additional service conditions** which are not defined in these conditions will have the same meaning as the defined terms set out in the **merchant terms and conditions**.

2.3 The **merchant terms and conditions** will apply to this **additional service** unless they contradict a term or condition in these **additional service conditions**, in which case the relevant term or condition in these **additional service conditions** will take priority.

2.4 Any notice or communication sent by you or us in relation to this **additional service** must be sent in line with the **merchant terms and conditions**.

2.5 These **additional service conditions** include our privacy policy (which tells you about how we use your personal information) and cookies policy (which tells you about how we use cookies on the **portal**) which we may update or replace from time to time. You can find our privacy policy and cookies policy at [www.barclaycard.co.uk/personal/privacy-policy](http://www.barclaycard.co.uk/personal/privacy-policy) or at any other location we may tell you about. Please read these policies carefully before using this **additional service**. You and your **nominated users** agree to keep to these policies as amended, updated or replaced from time to time.

2.6 In these **additional service conditions**, some words have particular meanings. These are set out below.

**Nominated user** means you or your nominated employees (or both) registered with us to access the **portal**.

**Online services** means this **additional service** which allows you and your **nominated user** to use the **portal** for the purposes allowed in line with these **additional service conditions**.

**Portal** means the internet web-based portal in which you can access and use the **online services** for the **purposes allowed** and which is located at the domain we tell you about.

**Purposes allowed** has the meaning given in condition 3.1 of these **additional service conditions**.

**Security information** has the meaning given in condition 4.4 of these **additional service conditions**.

**Site content** means all information, profiles, reports, materials, feedback, data, submissions, ideas, tags, messages, recommendations, text, material, articles, posts, comments, responses, email and other content that we or our authorised representatives have uploaded to and posted on the **portal** from time to time.

**User ID** means the **nominated user's** unique identifier which we will tell you about and which, when used with a password, will allow the nominated user to access the portal.

# 3 Using the portal

3.1 You and your **nominated user** may only use the **portal** (the '**purposes allowed**')

(a) To view your merchant statements which we make available to you;

(b) To download and print your merchant statements and relevant **transaction data** from the **portal** in the file format we tell you about and for your own business use and reference only; and

(c) For any other services or functions we may add from time to time.

# 4 Access to the portal and nominated user

4.1 You and your **nominated user** must only access the **portal** using hardware and software which we tell you about.

4.2 You and your **nominated users** must make sure that your method of internet access is secure at all times. You and they must take all steps necessary to make sure that on each occasion before you use the **portal**, your system is free from any virus which may have a negative effect on the **portal** or compromise the protection and security requirements set out in these **additional service conditions** and elsewhere in your **agreement**.

4.3 Only the **nominated user** who you have registered with us in line with the procedure set out in the **operating manuals** can have access to the **portal**. The level of access rights granted to a **nominated user** will set that **nominated user's** access to the **portal**. It is your responsibility to make sure that the level of access you give to your **nominated user** is appropriate for your business.

4.4 We will give you and your **nominated user** a unique **User ID** and password to access the **portal** ("**security information**"). You must keep, and must make sure that your **nominated user** keeps, the **security information** secure and confidential at all times. You must not, and must make sure that your **nominated user** does not, reveal any **security information** to anyone else (including any of your employees, agents or subcontractors who are not **nominated users**). If anyone else needs access to the **portal** (including employees, agents and subcontractors who are not **nominated users**), you must request our permission for each one.

4.5 If your or any **nominated user's security information** has been compromised, please contact us immediately. After we successfully identify the possible compromise, we may need to disable your or your **nominated user's** account and access to the **portal**. If we disable your or your **nominated user's** access to the **portal**, you may need to register with us again to continue using the **portal** and the **online services**.

4.6 You are responsible for telling us about any changes to any **nominated user's** contact details. The registration process for a new **nominated user** will normally take 3 to 4 **banking days** from the date you give us the name and email address of the proposed new **nominated user**. If you decide that any **nominated user** should no longer have access to the **portal**, you must immediately tell us by calling our **online services** support team. That registered **nominated user** will normally be removed within 2 **banking days**.

4.7 You must make sure that your **nominated user** keeps to these **additional service conditions** and the other parts of your **agreement**.

4.8 As well as the indemnities (meaning, in plain English, making good each other's losses) you give us in the **merchant terms and conditions**, you acknowledge and agree that each **nominated user** acts only as your agent and you will be liable to us for any **losses** we may suffer arising from or in connection with any act or failure to act of any **nominated user**.

## 5 Paperless statements

5.1 You agree to receive your monthly merchant statements online and you agree that:

- (a) You are responsible for checking your online account details and merchant statements in the **portal** whether or not you receive a monthly reminder;
- (b) You must continue to pay all **charges and fees** in relation to your **agreement** on a monthly basis; and

(c) We will continue to communicate with you in paper form from time to time even if you decide to stop receiving paper merchant statements. As a result, it is important that you keep us updated with any changes to your contact details.

5.2 We will use your email address or mobile phone number that you supply us with to send you reminders when a new merchant statement is ready to view online on the **portal**.

5.3 You can access more information about paperless statements and answers to frequently asked questions at: <http://help.bardaycard.co.uk/account> or at any other location we may tell you about.

## 6 Viruses, hacking and other offences

6.1 You and your **nominated user** must not misuse the **portal** by knowingly introducing viruses or harmful code. You must not try to gain unauthorised access to the **portal**, the server on which the **portal** is stored or any server, computer or database connected to the **portal**. You and your **nominated user** must not attack the **portal** using a denial-of-service attack or a distributed denial-of-service attack or in any other way.

## 7 Intellectual property and ownership of the site content

7.1 We are the owner or the licensee of all **intellectual property rights** in the **portal** and in the material published on it (including the **site content**). These rights in the **portal** and those materials are protected by laws and treaties around the world and we reserve all these rights.

7.2 We grant you and your **nominated user** a non-exclusive, non-transferable, non-sub-licensable, limited right to access, retrieve and display the **portal** and the **site content** on a computer screen, tablet or smartphone for the **purposes allowed** only. We can withdraw this right at any time if we want. You may download and print off materials from the **portal** (where we specifically say so and in line with the **purposes allowed**), for your own business use and reference only. However, you must not modify the paper or digital copies of any materials you have printed off or downloaded in any way or use any **site content** separately from any accompanying text.

7.3 Other than as set out in condition 7.2 above, you and your **nominated user** must not use, copy, reproduce, upload, post, modify, transmit, or mirror on another website or in any other media, distribute or create derivative works of the **portal** or any **site content**. Other than as set out in condition 7.2 above, we do not grant you any rights or licenses to use the **portal** or any **site content**.

- 7.4 You and your **nominated user** must acknowledge our status (and that of any identified contributors) as the authors of material (including the **site content**) on the **portal**.
- 7.5 If you or your **nominated user** break condition 7 of these **additional service conditions**, your and your **nominated user's** right to use the **portal** will end immediately and you must, at our option, return or destroy any copies of any **site content** you have made.

## 8 Third-party products and services

- 8.1 The **portal** may from time to time contain some material provided by other parties and we accept no responsibility or liability for the accuracy of that material.
- 8.2 If we do provide links or refer to other parties' websites, we are not approving those websites or any other parties' products or services. You use any links entirely at your own risk and we accept no responsibility or liability for the content, use or availability of any other parties' websites or for any **losses**, however they arise, which you or anyone else may suffer as a result of using those websites. We have not checked the truth or accuracy, and give no warranties on, the correctness of the content of any of those websites.
- 8.3 You must not link any other website to the **portal** or provide a link from the **portal** to another website without getting our written permission beforehand.

## 9 Limitations on our liability

- 9.1 The exclusions and limitations on our liability set out in the **merchant terms and conditions** also apply to exclude and limit our liability in relation to this **additional service** along with any other exclusions and limitations set out elsewhere in these **additional service conditions**.
- 9.2 Depending on condition 9.1, you use the **portal** at your own risk. We are providing the **portal** and the **site content** (other than the merchant statements we publish on the **portal**) without any guarantees, conditions or warranties of any kind. We do not warrant that the functions in the **portal** will be uninterrupted or error-free, that faults will be corrected, or that the **site content** (other than the merchant statements we publish on the **portal**) will be relevant for your circumstances, purposes or requirements.

- 9.3 As well as the exclusions and limitations on our liability set out in the **merchant terms and conditions** and elsewhere in these **additional services conditions**, and as far as we are allowed by law, we expressly exclude:

- (a) All conditions, warranties, representations and other terms which might otherwise apply to your use of the **portal** or any **site content** (other than the merchant statements we publish on the **portal**), whether express or implied by any law; and
- (b) Any liability for any direct, indirect or consequential **loss** or damage any user may suffer in connection with the **portal** or in connection with using, not being able to use, or as a result of using, the **portal**, using or relying on any **site content** (other than the merchant statements we publish on the **portal**), or using any websites linked to the **portal** (if any), however it may arise and whether caused by breaking of contract, tort (including negligence) or otherwise.

- 9.4 While we will do what we reasonably can to make sure the **site content** and any data made available on or through the **portal** does not contain any viruses or harmful code, you agree that any **site content**, or data downloaded or otherwise gained through using the **portal** is downloaded and used at your and your **nominated user's** own discretion and risk. Depending on condition 9.1 of these **additional service conditions**, you and your **nominated user** agree that you alone will be responsible for any and all **losses**, including damage to your own computer system or anyone else's computer system and loss of data arising in connection with downloading the **site content**, software or data.
- 9.5 The indemnities you give us in the **merchant terms and conditions** and under these **additional service conditions** will cover all **losses** we may suffer which arise as a result of any act or failure to act on your part or on your behalf in relation to this **additional service**.
- 9.6 Any claim you want to make against us in relation to this **additional service** is limited in the same way as set out in the **merchant terms and conditions**.
- ## 10 Changing these additional service conditions
- 10.1 We may change all or any part of these **additional service conditions** at any time in line with the **merchant terms and conditions**.

## 11 Suspending or ending this additional service

- 11.1 We may suspend or end all or part of this **additional service** without notice at any time. We will not be liable to you or anyone else for any modification, suspension or ending of this **additional service**. If we suspend or end this **additional service** we will send you only paper merchant statements setting out the **charges and fees** which you have to pay us in line with your **agreement**.
- 11.2 If the **services** under the **merchant terms and conditions** are suspended or ended, this **additional service** will also be suspended or ended (whichever applies), unless we agree otherwise with you in writing. If this **additional service** is suspended or ended, the rest of your **agreement** will stay in force. If this **additional service** is partly ended or suspended, the rest of this **additional service** will stay in force.
- 11.3 You may end this **additional service** at any time by giving us 30 days' written notice.

## 12 After the end of this additional service

- 12.1 Please contact us to get copies of any electronic merchant statements after this **additional service** ends. We will make electronic merchant statements available for 13 months from when this **additional service** ends.
- 12.2 When this **additional service** ends, it will not affect:
- (a) Our or your rights or responsibilities which have arisen before it ends;
  - (b) The coming into force or continuation in force of any condition in these **additional service conditions**, which is (whether expressly or not) intended to come into force or continue in force on or after this **additional service** ends.

## 13 Law

- 13.1 These **additional service conditions** are governed by the laws of England and Wales. Both you and we agree that any disputes relating to these **additional service conditions** will be dealt with by the courts of England and Wales, unless we decide to bring proceedings in any other court able to hear the dispute in any other state or country, whether at the same time or not.
- 13.2 We have designed the **portal** for access only from the United Kingdom. If you or any **nominated user** choose to access the **portal** from outside of the United Kingdom, you must keep to all local laws and regulations which may apply.

## 14 Complaint procedures

- 14.1 We want to hear from you if you feel unhappy about the service you have received from us. Letting us know your concerns gives us the opportunity to put matters right for you and improve our service to all our customers. You can complain in person by visiting our Barclaycard head office in Northampton, in writing, by email or by phone. You can get details of our procedures for handling complaints from our Customer Services Department by contacting them on 0844 811 6666\* or at [www.barclaycard.co.uk/paymentacceptance](http://www.barclaycard.co.uk/paymentacceptance). We may monitor or record calls to maintain high levels of security and quality of service.



Correct at time of printing (April 2015)

This document is also available in large print, in Braille and in audio format by calling 0844 811 6666\*.

\*Calls may be monitored or recorded in order to maintain high levels of security and quality of service. For BT business customers, calls to 0844 811 numbers will cost no more than 5.5p per minute, with a call costing at least 6p (current at April 2015). The price on non-BT phone lines may be different.

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