

Dynamic currency conversion additional service conditions

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1. Introduction

- 1.1 Our **DCC services** allow you to offer your customers a choice of paying for their goods or services in either the home currency of their **Visa** or **MasterCard** or the currency offered by you at the point of sale. If customers choose their home currency, those transactions will stay in that currency throughout the entire transaction and settlement process. These **additional service conditions** set out the terms and conditions on which we will provide you with the **DCC services** and together with the **operating manuals, procedure guide** and other parts of your **agreement** govern how we provide the **DCC services**. The **DCC services** allow your customers to make payments to you in certain **foreign currencies**. By using this **additional service** you agree to be bound by these **additional service conditions**.

2. Your agreement

- 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**.

3. Definitions

- 3.1 In these **additional service conditions** some words have particular meanings. These are set out below.
- Authorised representative** means **Fexco** or any other authorised representative which we may tell you about.
- Conversion rate** means the **index rate** plus **loading** percentage used to convert any **transaction price** into the **DCC currency equivalent** when a **payment** is made using a **card** or **account** designated in a **DCC currency**.
- DCC** means dynamic currency conversion.
- DCC currencies** means the **foreign currencies** for which the **DCC service** is available, which we will tell you about and as varied from time to time in line with condition 13 of these **additional service conditions**.
- DCC currency equivalent** means the value of a **payment** or **chargeback** in the relevant **DCC currency** after the **conversion rate** has been applied to the **transaction price**.

DCC currency transaction means any **payment** using a **card** or **account** designated in a **DCC currency**.

DCC price means the **DCC currency equivalent** of the **transaction price** of any **payment** as charged by you to the **cardholder** or **account holder** when a **payment** is made using a **card** or **account** designated in a **DCC currency**.

DCC services means this **additional service** allowing you to offer **cardholders** and **account holders** the ability to make **payments** using **cards** and **accounts** designated in any **DCC currency** in accordance with these **additional service conditions**.

DCC software means the software application given to you free of charge so you can use the **DCC service** and associated services as we or our **authorised representative** may amend, update or replace from time to time.

Fexco means Fexco Merchant Services Limited, a company registered in Ireland with registered number 83934 and whose registered office is at Fexco Financial Services Centre, Iveragh Road, Killorglin, County Kerry, Ireland.

Foreign currency means any currency which is not the **local currency**.

FX commission means the monthly commission due to you from our **authorised representative**, which we calculate using your **gross foreign turnover** in each calendar month for the term of this **additional service**, and as set out in the **merchant application form**.

Gross foreign turnover means the **DCC currency equivalent** of all **payments**, less the value of **refunds, chargebacks** and other rejected, invalid or unprocessed **payments**.

Index rate means the foreign currency exchange rate which we apply to convert one currency into another.

Loading means the loading percentage set out in the **merchant application form** or otherwise communicated to you.

Local currency means the prevailing (most used) legal currency, which is current, in the relevant **territory** in which you operate and provide **DCC** to your customers.

Local currency transaction means any **payment** using a **card** or **account** designated in the **local currency**.

Online payment systems means your internet sites or other information-technology payment systems operated by you or anyone else on your behalf (including but not limited to any other payment applications and integrated solutions providers) which can support the **DCC services** as agreed with us in writing.

Settlement currency means Great British pounds sterling or any other currency in which we will make settlement payments to you and which we will tell you about.

Territory means the UK, Republic of Ireland or any other country which we have agreed or may agree with you and where we can provide the **DCC services**.

Trading currency means the currency of any **payment** or **refund** you have processed.

Trading day means any day on which you accept **payments**.

Transactions means the **local currency transactions** and the **DCC currency transactions**;

Transaction price means the original price of the goods or services a **cardholder** or **account holder** buys from you in exchange for **payment** designated in the **local currency**.

6.4 Neither we nor our **authorised representative** will have to pay you any **FX commission** if you or anyone acting on your behalf fails to act in line with these **additional service conditions** or for any month in which this **additional service** has been suspended or ended.

7. Your responsibilities

7.1 As well as your responsibilities set out elsewhere in your **agreement**, you must:

- (a) Submit to us or our **authorised representative** (whichever applies) any **transaction** details within 24 hours (or other timescale we give you) of the **transaction** having been made;
- (b) Make sure that your **processing equipment** or **online payment systems** (whichever applies) are and stay compatible with both the **DCC software** (including any updates or new releases) and **DCC services** and can receive and upload the **conversion rates** we or our **authorised representative** provides during each **trading day** throughout the term of this **additional service** (if you fail to keep to this condition 7.1 (b), you may suffer **losses** which we are not responsible for);
- (c) Maintain our accreditation of your **online payment systems** (if this applies); and
- (d) Pay us any relevant **charges and fees** in relation to this **additional service**, together with the other **charges and fees** due under your **agreement**. You confirm you have read and understood the **merchant application form** and agree to the **charges and fees** relating to this **additional service**.

8. Online payment systems

8.1 You are responsible for configuring your **online payment systems** (if you want to use them with our **DCC services**) to support the **DCC services** and for all relevant costs. You acknowledge and agree that:

- (a) any configuration of your **online payment systems** carried out by you or anyone else on your behalf will keep to all laws, regulations and **scheme rules** which apply;
- (b) any configuration of your **online payment systems** will be in line with any and all requirements we or our **authorised representative** tells you about and in a way appropriate for your business; and
- (c) without affecting condition 12.1 of these **additional service conditions**, we will have no liability to you for any **losses** you or anyone else suffers as a result of any configuration of your **online payment systems** by you or anyone else acting on your behalf.

4. Our responsibilities

4.1 We will allow you to provide **DCC** to **cardholders** and **account holders** making **payments** using **cards** or **accounts** designated in any **DCC currency** if and as long as you or anyone acting on your behalf keeps to these **additional service conditions** and any other parts of your **agreement** with us.

4.2 We will make sure that the up-to-date list of **DCC currencies** and **conversion rates** are made available to you.

5. Payments, refunds and chargebacks

5.1 We will pay you in line with your **agreement**.

5.2 If your **settlement currency** is different from the **trading currency** of a **refund**, we will convert the money taken from you into the relevant amount designated in the **trading currency** of the **refund** on the day we process the **refund** using the **index rate** on that day minus the **loading** percentage (which we deduct from the **index rate**).

5.3 If we are charging back a **payment** designated in a **DCC currency** under your **agreement**, we will convert the money taken from you into the relevant amount of currency needed for the **chargeback** using the **index rate** on the date we process the **chargeback**. You will be liable to us for the full amount of any **chargeback** including any fees charged by any **scheme**, **card issuer** and by us.

6. Commission and statements

6.1 Our **authorised representative** will give you details of the **FX commission** due to you each month either by sending you a statement or providing the information online.

6.2 Our **authorised representative** will credit your nominated bank account on or before the 15th day of each month with the amount of **FX commission** due to you in relation to the previous calendar month.

6.3 We or our **authorised representative** will give you standard settlement and statement reports each month.

9. DCC software

9.1 The conditions relating to our **intellectual property rights** included in the **merchant terms and conditions** will apply to the **DCC software**. You acknowledge that you must only use the **DCC software on processing equipment and online payment systems** (if they apply) to carry out **transactions** under these **additional service conditions**. You also agree to keep to the following conditions in connection with the **DCC software**.

- (a) Except to the extent allowed by law or as provided in the **merchant terms and conditions** or under these **additional service conditions**, you must not modify, reverse engineer, decompile, disassemble, distribute, sub-licence, sell, rent, lease, charge, give or in any way transfer, by any means or in any medium, including telecommunications, the **DCC software**.
- (b) We have the right to change the **DCC software** at any time, give you a new version of it, or change its functions and characteristics. Once we have introduced a new version of the **DCC software**, we will not support the previous version unless we agree otherwise with you and it will be your responsibility to make sure that your systems are compatible with any new **DCC software**.
- (c) As far as is allowed by law, we disclaim all warranties, conditions or other terms, either express or implied, including implied warranties of satisfactory quality and fitness for a particular purpose related to the **DCC software**.
- (d) You must keep confidential the **DCC software** and protect it from unauthorised use, copying or dissemination, and you must tell us as soon as reasonably possible after you become aware of any failure to meet the above.

9.2 As well as our audit rights in the **merchant terms and conditions**, you must, if we or our **authorised representative** gives you notice, make sure that our or their representatives have the right to inspect and access any premises, and the computer equipment, at which the **DCC software** is being used or kept and any records kept under this **additional service**. The aim is to make sure you are keeping to your responsibilities under these **additional service conditions**.

10. Warranty

10.1 You warrant that your computer hardware, software and operating systems are compatible with and are able to use this **additional service** in line with your **agreement** (including these **additional service conditions**) and warrant and agree that they will continue to be compatible with this **additional service** in the same way throughout the entire term of this **additional service**.

11. Producing information and documents

11.1 You must supply to us and our **authorised representative** any information or documents you (or those acting on your behalf) have or control which we or our **authorised representatives** (whichever applies) need to keep to a court order or any other request served on us or our **authorised representative** (whichever applies) under any laws, regulations or **scheme rules** which apply to the **DCC service**.

12. Limitations on our liability

12.1 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**.

12.2 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**, we will not be liable to you if we are unable to meet our responsibilities under these **additional service conditions** as a result of anything beyond our reasonable control. This includes, but is not limited to:

- (a) any break in power supply to us or our **authorised representative**;
 - (b) any failure of your systems to offer or maintain the necessary communication and transmission links with us or our **authorised representative** in relation to this **additional service**;
 - (c) any failure by you or those acting on your behalf to keep to these **additional service conditions**.
- 12.3 The indemnities (meaning, in plain English, making good each other's losses) you give us in the **merchant terms and conditions** will cover all **losses** we suffer which may arise as a result of any act or failure to act on your part or on your behalf in relation to this **additional service**.
- 12.4 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**.

13. Changing these additional service conditions

13.1 We may change all or any part of these **additional service conditions** at any time in line with the **merchant terms and conditions**.

- 13.2 Changes to these **additional service conditions** may include:
- (a) withdrawing any currency from, or adding any currency to, the list of **DCC currencies**;
 - (b) requesting you to choose a new **settlement currency** from the options we provide; and
 - (c) changing the source for the **index rate**.

14. Suspending or ending this additional service

- 14.1 We may suspend or end all or any part of this **additional service** at any time in line with the **merchant terms and conditions**. You may end this **additional service** at any time in line with the **merchant terms and conditions**.
- 14.2 As well as our rights to suspend or end this **additional service** as set out in the **merchant terms and conditions**, we have the right to suspend or end all or any part of this **additional service** at any time, with immediate effect and without telling you first, if:
- (a) you fail to keep to, or we reasonably suspect you have failed to keep to, these **additional service conditions**;
 - (b) extraordinary circumstances arise which affect our or our **authorised representative's** ability to provide the **DCC services**, including but not limited to negative changes in foreign currency.
- 14.3 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.

15. After this additional service ends

- 15.1 When this **additional service** ends, it will not affect:
- (a) our or your rights or responsibilities which have arisen before it ends or
 - (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 the end of this **additional service**, including conditions 9, 11, 12, 13, 14 and 16 which will continue after this **additional service** ends.

16. Law

- 16.1 These **additional service conditions** are governed by the laws of England and Wales. 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.

17. General

You acknowledge that our **authorised representative** has rights under the Contract (Rights of Third Parties) Act 1999 to enforce the conditions in clauses 4.1 (in terms of your responsibilities to keep to these **additional service conditions**), 9 and 11 against you to the extent that our **authorised representative** suffers **losses** as a result of you breaking these **additional service conditions**.

18. Complaint procedures

- 18.1 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. Calls may be monitored or recorded to maintain high levels of security and quality of service.



This information is also available in large print, Braille and audio by calling your Acquirer on either 0800 1615350 (Barclaycard Payment Solutions) or 1800 812700 (Barclaycard International Payments)

Calls to 0800 numbers are free from UK landlines and personal mobiles otherwise call charges may apply.

Calls to 1800 numbers are free from ROI landlines and personal mobiles otherwise call charges may apply. Calls may be monitored or recorded in order to maintain high levels of security and quality of service.

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