

» Barclaycard Anywhere additional service conditions

May 2020

1. Definitions

In these **additional service conditions**, terms in bold are defined below or in your **merchant terms and conditions**.

Card reader - the Barclaycard Anywhere (BCA) **card reader** used to take **card payments**.

Device - the mobile device you connect to your **card reader** to take **card payments**.

Mobile app - the application you must download and install on your **device** to use the **service**.

Personal information - as defined in the EU General Data Protection Regulation 2016/679.

Portal - the secure site where you access information about your business transactions and the **service**.

Service - the ability to accept **card payments** using the **card reader**, **mobile app** and **portal**.

2. Introduction

- 2.1 These **additional service conditions** along with any **user guide**, **procedure guides** and any other part of your **agreement** govern how we provide this service.
- 2.2 Your **merchant terms and conditions** apply unless they contradict your **additional service conditions**, which take priority.
- 2.3 By using any part of the **service** you agree to these **additional service conditions**.

3. Charges

- 3.1 You agree to pay all **charges**, **fees** and **VAT** relating to the **service** listed in your **agreement**, the **additional service conditions** and the **merchant application pack**. We'll bill you for all these charges together.
- 3.2 The network service provider for your **device** may charge you for internet access and sending us data from your **device**. You're responsible for paying these charges.

4. Using the service

- 4.1 You agree that you will:
 - not use the service in any unlawful way, to act fraudulently or maliciously;
 - not use the service in any way that could interfere with other users or put the **service** or systems at risk;
 - not upload or post anything that could be offensive, harmful, threatening, obscene (racially, ethically or otherwise), or could damage someone's reputation;
 - not collect or remove information from our systems or attempt to decipher any transmissions to or from the servers;
 - not transmit or upload any technologically harmful material that may infect computer equipment, programs or our material; and
 - not allow anyone to use, copy or share the **service** without our permission.If you become aware of anything in the above list, you must let us know as soon as possible.
- 4.2 You must not share or allow anyone to see your security details. If you suspect someone else knows your details, you must let us know immediately. We are not liable for any **losses** caused by someone else knowing your security details or having access to the **portal**.
- 4.3 As far as is allowed by law, we disclaim all other warranties, conditions or terms for the **service**, whether implied or expressed.

5. About the card reader

- 5.1 The **card reader** must be delivered to a business address we've checked electronically or with documents you've provided.
- 5.2 Ownership of the **card reader** will transfer to you once we've received full **payment** for it. However, any risk relating to the **card reader** will transfer to you when the **it's** delivered.
- 5.3 Until ownership of the **card reader** passes to you, you'll:
- have the **card reader** in your possession but won't own it; and
 - need to leave any identifying marks (for example, names, trademarks and branding) on the **card reader** or packaging.
- 5.4 Names, trademarks and branding on the **card reader**, and associated goodwill, belong to us. You must not use these without our written permission.
- 5.5 You must only use the **card reader** in line with any **procedure guide** or **user guides**.
- 5.6 You must not modify or try to get round the security measures in the **card reader**.
- 5.7 You must keep the **card reader** in a satisfactory working condition
- 5.8 You must give the **cardholder** a receipt for any **card payment**, if they ask for one.

6. Card reader warranty

- 6.1 We guarantee the **card reader** against faults caused by workmanship or materials for 12 months from the date we send it to you (the **warranty period**).
- 6.2 If the **card reader** is faulty during the **warranty period** and the fault is caused by workmanship or materials, we agree to assess, repair or replace it. You must contact us during the **warranty period** soon after discovering the problem, and return the **card reader** to us.
- 6.3 We're not liable for any fault if:
- the fault is caused by you not following the instructions or guides we've provided;
 - you've tried to alter or fix the **card reader** without our permission; or
 - the fault is caused by fair wear and tear, deliberate damage, negligence or abnormal working conditions.
- 6.4 If we repair or replace your **card reader** under 6.2 and then find the fault was caused by something in 6.3, we have the right to charge you for the costs involved (including delivery costs).
- 6.5 Any repaired or replacement **card reader** will be covered under these **additional service conditions**.

7. About the mobile app

- 7.1 To use the **mobile app** your **device** must meet the standards in the **user guide**. You're responsible for buying and maintaining the device and keeping it secure (see 8 below).
- 7.2 You must install the **mobile app** from the app store for your **device** or the site shown in your welcome pack.
- 7.3 The **mobile app** may include third-party software and copyrighted material, or other licences may apply.
- 7.4 Unless you're allowed by law, or under the **merchant terms and conditions** or these **additional service conditions**, you must not modify or reverse engineer the **mobile app** (to find out how it works in order to copy it).
- 7.5 We may, but don't have to, allow you to upload or store information such as names or contact information. If you do provide **personal information**, you guarantee you have permission to do this from the person whose information it is, and have given us the information we need in order to process that information.
- 7.6 We have the right to change or update the **mobile app** at any time. Once we've introduced a new version we won't support the previous version unless we agree otherwise. Depending on the change or update, you may not be able to use these **services** until you've downloaded the latest version and accepted any new terms.

8. Security

- 8.1 After your initial registration on the **mobile app**, we won't contact you or ask anyone else to contact you about your security details. If you receive a request like this, report this to us immediately. Do not give your security details.
- 8.2 To reduce the likelihood of fraud, keep your **device** secure and close the **mobile app** when you're not using it.

9. Using information

- 9.1 By using the **mobile app**, you agree that we can use **your information** and information about other users as described in the **agreement**.
- 9.2 You allow us, or our third-party suppliers, access to:
- information about your **device** for the purpose of registering it and confirming it is compatible with the **card reader**; and
 - cookies or similar technology on the **mobile app**.

10. About the portal

- 10.1 It's your responsibility to make sure that the information input or upload to the **portal** is accurate.
- 10.2 You acknowledge that any part of the **portal** may be unavailable at any time for any period. We'll try to let you know before this happens, but this may not always be possible.
- 10.3 We've taken reasonable care to provide accurate information on the **portal**. However, we do not guarantee it is accurate or complete, or that it will be available when you need it.
- 10.4 You can use the content on the **portal** as necessary to receive the **service**.
- 10.5 We may change the information without telling you.
- 10.6 Nothing on the **portal** is, or should be treated as, advice of any kind.
- 10.7 The **card reader** is operated and maintained by Payworks GmbH, Dingolfingerstr 15, 81673 Munich, Germany.

11. User behaviour

- 11.1 You agree that you will:
- access the **portal** using a computer which is protected by a current version of a reputable virus-checking program; and
 - not interfere with or damage any part of the **service** or attempt to access any area other than those that are available with your username and password.

12. Intellectual property

- 12.1 By agreeing to these **additional service conditions**, we're granting you a sublicense to use the **portal**. The **intellectual property** conditions in the **merchant terms and conditions** also apply to the **service**.
- 12.2 The design and content of the **portal** is the copyright of Barclays Bank PLC, or is licensed to us, and we own all rights to it. You must not download or modify any part of the **portal** without getting our written permission beforehand. You can only print out information you need to use the **services**.

13. Third-party products and services

- 13.1 The **portal** may contain some material provided by other people or organisations. We are not responsible for the accuracy of that material.
- 13.2 If we provide links to other websites, we are not approving them or any of their products or **services**. You use any links at your own risk. We are not responsible for other websites, or for any **losses** you suffer as a result of using those websites.
- 13.3 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.

14. Privacy and cookies

- 14.1 These **additional service conditions** include our privacy and cookie policies, which you can read at www.barclaycard.co.uk/personal/privacy-policy. Please read these carefully before using this **service**.

15. Limitations on our liability

- 15.1 As well as the limitations and exclusions on our liability set out in the **merchant terms and conditions**, we will not be liable if we cannot meet our obligations for the **service** as a result of anything beyond our reasonable control. This includes:
- any break in our power supply;
 - any power cut you may have been told about;
 - a third-party service provider failing to provide any **service**;
 - your **device** or any third-party software on it being damaged, corrupted, or incompatible with the **service**; and
 - any technologically harmful material that may infect computer equipment, programs or our material.
- 15.2 Nothing in these additional conditions will limit or exclude our liability for breaking the terms implied by section 12 of the Sale of Goods Act 1979.
- 15.3 You must indemnify (cover) us and we will indemnify you, as set out in the **merchant terms and conditions**, against all **losses** that arise as a result of anything you or we do or fail to do in relation to the **additional service conditions**.

16. Suspending and ending these services

- 16.1 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:
- we reasonably suspect or know that you have failed to keep to these **additional service conditions**;
 - or
 - there are extraordinary circumstances which prevent us from providing this **additional service**.
- 16.2 If we suspend or end the **service** we provide under the **merchant terms and conditions**, we will also suspend or end the **service** we provide under these **additional service conditions**, unless we agree otherwise in writing.
- 16.3 If we suspend or end the **service**, the rest of your **agreement** will stay in force.
- 16.4 When the **service** ends, it will not affect:
- any rights or responsibilities which either of us has before it ends; or
 - any condition in these **additional service conditions** which is intended to come into force or continue after the **service** ends.
- 16.5 You must not send any **transaction data** using the **service** for **payments** taken after the **service** ends.
- 16.6 If you need any **transaction data** from us after the **service** ends, you must ask us for this in writing. We can charge for each request you make.

17. Breaking these additional service conditions

- 17.1 If you fail to keep to these **additional service conditions**, we may take all or any of the following actions.
- Immediately withdraw your right to use the **service**. This may be temporary or permanent.
 - Immediately remove any material you have uploaded to the **portal**. This may be temporary or permanent.
 - Issue you with a warning.
 - Take legal action against you if we suffer a loss as a result of you breaking these **additional service conditions**.
 - Give information to law-enforcement agencies if we feel this is necessary.

This is not a full list. We can take any other action we feel is appropriate. If we end your right to use the **portal**, you must immediately destroy any information you have downloaded or printed from the **portal**.

18. Law

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

19. Complaint procedures

- 19.1 We want to hear from you if you are not happy 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 the service we provide to all our customers. You can complain in writing, by email, by phone or in person by visiting our Barclaycard head office in Northampton. For details of our complaints procedures, call our Customer Services Department on **0800 161 5350** or visit our website at **www.barclaycard.co.uk/paymentacceptance**. We may record or monitor calls to maintain high levels of security and quality of service.

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