

MPOS additional service conditions

1 Introduction

- 1.1 Our mobile point-of-sale ('MPOS') solution will allow you to accept **cards** as a form of payment by using an **MPOS terminal** when it is connected to a **mobile device**. Once you have downloaded and installed the **smartphone App** on your **mobile device**, the **MPOS services** will allow you to send payment data through to us for processing.

These **additional service conditions** set out the terms and conditions on which we will provide the **MPOS services** to you and together with the **operating manuals**, **procedure guide** and other parts of your **agreement** govern how we provide the **MPOS services**. By using the **MPOS services** you agree to be bound by these **additional service conditions**.

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

Mobile device means your smartphone, tablet or other device as set out in the operating manuals.

MPOS portal means the secure site which gives you access to your online account including business, transaction and service-related data and which can be found at www.barclaycard.co.uk/business/anywhere or at any other location we may tell you about.

MPOS portal conditions means the terms and conditions that you must accept to be able to use the **MPOS portal**.

MPOS services means the mobile point-of-sale solution we offer to accept **card payments** using the **MPOS terminal** and the **smartphone App** together with access and use of the **MPOS portal**.

MPOS terminal means a merchant acquiring point-of-sale terminal provided to you to enable you to use the **MPOS services**.

MPOS terminal conditions means the terms and conditions you have accepted so that you can be provided with and use the **MPOS terminal**.

Smartphone App means the application you must download to your **mobile device** to be able to use the **MPOS services**.

Smartphone App conditions means the terms and conditions that you have accepted to be able to use the **smartphone App**.

3 Getting set up to access the MPOS services

- 3.1 Once we have agreed to provide you with the **MPOS services** we will either email or post a welcome pack to you. The welcome pack will contain the information you need to know so that you can access and use the **MPOS services**.
- 3.2 To access and use the **MPOS services** you will have to:
- 3.2.1 Keep to the **MPOS portal conditions**, the **MPOS terminal conditions**, the **smartphone App conditions**, these **additional service conditions** and the other parts of your **agreement**;
- 3.2.2 Make sure your **mobile device** has a mobile data connection;
- 3.2.3 Download and install the **smartphone App** from the App Store for your device or any other site or location we approve as shown in your welcome pack or other communication you receive from us;
- 3.2.4 Carry out a one-time activation and registration process using the registration details we provide to you in your welcome pack;
- 3.2.5 Log in to the **smartphone App**;
- 3.2.6 Accept delivery of the **MPOS terminal** and the **MPOS terminal conditions**; and
- 3.2.7 Connect your **mobile device** to the **MPOS terminal** in line with the **operating manuals**.

- 3.3 You may be charged by your service provider for internet access and sending transaction-related data to us from your **mobile device**. These charges will be your responsibility.
- 3.4 You can access the **MPOS portal** using the log-in details we will give you in your welcome pack. By using the **MPOS portal** you agree to the **MPOS portal conditions** sent to you in your application pack.

4 Your other responsibilities and duties

4.1 Using the MPOS services

- 4.1.1 You agree to give the **cardholder** a receipt, if they request one, for any **card payment** you take in line with the requirements set out in the **procedure guide** and the **operating manuals**.

4.2 Illegal and third-party transactions

- 4.2.1 As well as our rights in the **merchant terms and conditions**, we may withhold, or debit from your bank account, a **payment** if we become aware, or reasonably suspect, that:

- 4.2.1.1 The **payment** was not genuine;

4.2.1.2 The **payment** was for an illegal transaction;
or

4.2.1.3 The **payment** does not in some other way constitute a **payment**.

5 Our charges

- 5.1 You must pay us the **charges and fees** (plus any **VAT** that may apply) as set out in the **merchant application form** together with the other **charges and fees** due under your **agreement**.
- 5.2 You confirm you have read and understood the **merchant application form** and agree to the **charges and fees** relating to this **additional service**.

6 Limitations on our liability

- 6.1 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**.
- 6.2 As well as the limitations and exclusions on our liability set out in the **merchant terms and conditions** we will not be liable to you:
- 6.2.1 For your inability to use the **MPOS** service as a result of your **mobile device** being damaged, corrupted or otherwise failing to work properly;
or
- 6.2.2 If we cannot meet our responsibilities under these **MPOS additional services** conditions if the failure arises as a result of anything beyond our reasonable control. This includes, but is not limited to:
- (a) Any break in power supply to us;
 - (b) Any outage which we may tell you about; or
 - (c) Any reduced level or failure to provide any of the **MPOS services** caused by any third-party service provider, including software providers and mobile operators.

- 6.3 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**.
- 6.4 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**.

7 Changing these additional service conditions

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

8 Suspending or ending this additional service

- 8.1 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**.
- 8.2 As well as our rights to suspend or end this **additional service** 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 that you have failed to keep to, these **additional service conditions**; or
 - (b) Extraordinary circumstances arise which affect our ability to provide this **additional service**.

- 8.3 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.

9 After the service ends

- 9.1 You must not send us any **transaction data** using the **MPOS services** relating to **payments** that take place after the **MPOS services** have ended.
- 9.2 If you need to get any **transaction data** from us after your **MPOS services** end (either to defend a **chargeback** or for any other purpose), you must write to us with your request. We can charge you for each request.
- 9.3 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.

10 Law

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.

11 Complaint procedures

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 **0800 161 5350*** or at www.barclaycard.co.uk/paymentacceptance. Calls may be monitored or recorded to maintain high levels of security and quality of service.



MPOS terminal additional service conditions

1 Introduction

Our mobile point-of-sale ('MPOS') solution will allow you to accept **cards** as a form of payment by using a **MPOS terminal** when it is connected to a **mobile device**. Once you have downloaded and installed the **smartphone App** on your **mobile device**, the **MPOS services** will allow you to send payment data through to us for processing.

These **MPOS terminal conditions** govern providing and using the **MPOS terminal** and, together with the **operating manuals, procedure guide** and other parts of your **agreement**, govern how we provide the **MPOS services**. If you have more than one **MPOS terminal**, these **MPOS terminal conditions** will apply to each **MPOS terminal**.

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

Mobile device means your smartphone, tablet or other device as specified in the **operating manuals**.

MPOS additional service conditions means the terms and conditions relating to the **MPOS services**.

MPOS portal means the secure site which gives you access to your online account including business, transaction and service-related data and which can be found at www.bardaycard.co.uk/business/anywhere or at any other location we may tell you about.

MPOS services means the mobile point-of-sale solution we offer to accept **card payments** using the **MPOS terminal** and the **smartphone App** together with access and use of the **MPOS portal**.

MPOS terminal means a merchant acquiring point-of-sale terminal we provide to you to enable you to use the **MPOS services**.

Smartphone App means the application you must download to your mobile device to be able to use the **MPOS services**.

Smartphone App conditions means the terms and conditions that you must accept to be able to use the **smartphone App**.

3 MPOS services

- 3.1 By accepting the **MPOS terminal** from us, you accept these **MPOS terminal conditions** so you can access the **MPOS services** using the **MPOS terminal**.
- 3.2 To access the **MPOS services**, you will also need to:
 - 3.2.1 have successfully registered with us as a merchant and agreed to the **MPOS additional service conditions**;
 - 3.2.2 keep to the requirements set out in the **operating manuals**;
 - 3.2.3 make sure your **mobile device** has a mobile data connection;
 - 3.2.4 download and install the **smartphone App** from the App Store for your device or any other site location we approve as shown in your welcome pack or other communication you receive from us
 - 3.2.5 carry out a one-time activation and registration process through the **smartphone App** using the registration details we give you; and
 - 3.2.6 log in to the **smartphone App** and connect your **mobile device** to the **MPOS terminal**.

4 MPOS terminal

- 4.1 We will only deliver an **MPOS terminal** to a business address which we have checked using electronic checks or documents you have provided.
- 4.2 You agree that those names, trademarks or other branding on the **MPOS terminal** and all goodwill associated with the **MPOS terminal** belong to us and you will not use them in any way without getting our written permission beforehand.
- 4.3 You agree to:
 - 4.3.1 use the **MPOS terminal** in line with the **procedure guide** and **operating manuals** at all times;
 - 4.3.2 make sure that you only use, or allow the use of the **MPOS terminal** with, the types of **card** that the **MPOS terminal** accepts (we will tell you which types of **card** the **MPOS terminals** accept in the **procedure guide** or the **operating manuals** (or both) or at any other location we may tell you about);
 - 4.3.3 not modify, reverse engineer or try to get round the security measures included in the **MPOS terminal**; and
 - 4.3.4 provide and maintain all power transmission links for the **MPOS terminal** in line with our instructions and the **operating manuals**.
- 4.4 You will be expected to use reasonable care to keep the **MPOS terminal** clean and protect it from damage or loss.

5 Quality

- 5.1 We warrant to you that on delivery, and for 12 months from the date of dispatch (the '**warranty period**'), the **MPOS terminal** will be free from defect in workmanship and material.

- 5.2 As far as is allowed by law, we disclaim all other warranties, conditions or other terms, either express or implied (including implied warranties of satisfactory quality and fitness for particular purpose) in relation to the **MPOS terminal**.
- 5.3 Without affecting condition 5.4 below, we will assess the condition of the **MPOS terminal** and if it is faulty, we will repair or replace it if:
- 5.3.1 you contact us during the **warranty period** within a reasonable time of discovering that the **MPOS terminal** does not keep to the warranty set out in condition 5.1; and
- 5.3.2 you return the **MPOS terminal** to us.
- The **MPOS terminal** repaired or replaced under this condition 5.3 will continue to be covered by the original **warranty period** set out in condition 5.1. We will be responsible for the cost of the repair or replacement.
- 5.4 We will not be liable for failure of the **MPOS terminal** to keep to the warranty set out in condition 5.1 if:
- 5.4.1 the fault arises because you failed to follow our verbal or written instructions or the **operating manuals** relating to storing, using and maintaining the **MPOS terminal**;
- 5.4.2 you tried to alter or repair the **MPOS terminal** without our written permission; or
- 5.4.3 the fault arises as a result of fair wear and tear, deliberate damage, negligence, or abnormal storage or working conditions.
- 5.5 If we repair or replace your **MPOS terminal** for you free of charge under condition 5.3 and then discover that the fault arose in line with condition 5.4, we will have the right to charge you a fee to cover the cost of repairs or the replacement terminal, and the delivery cost.
- 5.6 These **MPOS terminal conditions** will apply to any repaired or replacement **MPOS terminal** we supply.

6 Charges and fees

- 6.1 You must pay us any relevant **charges and fees** in relation to this **additional service**, together with the other **charges and fees** due under your **agreement** plus any VAT which may be due on any of these **charges and fees** at the rate in force at the time. You confirm you have read and understood the **merchant application form** and agree to pay all **charges and fees** plus any VAT which may apply relating to this **additional service** as listed in the **merchant application form**. We will bill you for all **charges and fees** arising from or in relation to this **additional service** along with the other **charges and fees** due under your **agreement**. If you are based outside of the UK, you alone are responsible for the accounting and payment of any value added tax, sales tax or other tax which may apply.
- 6.2 Ownership of the **MPOS terminal** will not pass to you until we have received payment in full for the **MPOS terminal** in line with condition 6.1 above. Risk in the **MPOS terminals** will pass to you immediately on delivery. Until ownership passes to you, you will:
- 6.2.1 hold the **MPOS terminal** on a fiduciary basis as our bailee meaning, in plain English, that you will have possession (but not ownership) of the **MPOS terminal**, you will need to keep it safe and you must follow any instructions we give you about the **MPOS terminal**;

- 6.2.2 not remove, deface or obscure any identifying mark (including on any packaging) on or relating to the **MPOS terminal**; and
- 6.2.3 maintain the **MPOS terminal** in a satisfactory condition.

7 Limitations on our liability

- 7.1 Nothing in these **MPOS terminal conditions** will limit or exclude our liability for breaking the terms implied by section 12 of the Sale of Goods Act 1979.
- 7.2 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**.
- 7.3 As well as the limitations and exclusions on our liability set out in the **merchant terms and conditions**, we will not be liable to you if we are unable to fulfill our obligations under these **MPOS terminal conditions** as a result of anything beyond our reasonable control.
- This includes, but is not limited to:
- 7.3.1 any break in power supply to us; or
- 7.3.2 any outage which you may be told about.
- 7.4 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**.
- 7.5 Any claim you want to make against us in relation to this **additional service** is limited in the same way and to the same extent as set out in the **merchant terms and conditions**.

8 Changing these additional service conditions

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

9 Suspending or ending this additional service

- 9.1 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**.
- 9.2 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.
- 9.3 If your **agreement** or these **MPOS terminal conditions** end before ownership of the **MPOS terminal** has passed to you in line with condition 6.2, you must return the **MPOS terminal** to us immediately.
- 9.4 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 after this **additional service** ends, including conditions 6 and 7.

10 Law

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.

11 Complaint procedures

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 **0800 161 5350*** or at [barclaycard.co.uk/paymentacceptance](https://www.barclaycard.co.uk/paymentacceptance). Calls may be monitored or recorded to maintain high levels of security and quality of service.



MPOS – smartphone app additional service conditions

1 Introduction

- 1.1 Our mobile point-of-sale ('MPOS') solution will allow you to accept **cards** as a form of payment by connecting the **MPOS terminal** to a **mobile device**. Once you have downloaded and installed the **smartphone app** on your **mobile device**, the **MPOS services** will allow you to send payment data through to us for processing.
- 1.2 These **smartphone app conditions** relate to using the **smartphone app** and, together with the **operating manuals, procedure guide** and other parts of your **agreement**, govern how we provide the **MPOS services**. By downloading and installing the **smartphone app**, you agree to be bound by these **additional service conditions**.
- 1.3 As well as downloading the **smartphone app**, before you can use the **MPOS services** you will need to:
 - 1.3.1 have successfully registered with us as a merchant and entered into an **agreement** with us for us to provide merchant acquiring services;
 - 1.3.2 carry out a one-time activation and registration process using the registration details we give you; and
 - 1.3.3 accept an **MPOS terminal** from us.

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

controller, processor, personal data and **processing** have the meanings given to them in the EU General Data Protection Regulation 2016/679 and you should interpret **process** in the same way.

Mobile device means your smartphone, tablet or other device as set out in the **operating manuals**.

MPOS additional service conditions means the terms and conditions relating to the **MPOS services**.

MPOS portal means the secure site which gives you access to your online account including business, transaction and service-related data and which can be found at www.barclaycard.co.uk/business/anywhere or at any other location we may tell you about.

MPOS services means the mobile point-of-sale solution we offer to accept **card payments** using the **MPOS terminal** and the **smartphone app** together with access and use of the **MPOS portal**.

MPOS terminal means a merchant acquiring point-of-sale terminal provided to you to enable you to use the **MPOS services**.

Smartphone app means the application you must download to your **mobile device** to be able to use the **MPOS services**.

Suggestions has the meaning given in condition 3.7.

3 Using the MPOS smartphone app

- 3.1 To use the **MPOS services**, you must make sure that your **mobile device** hardware, software and operating systems are compatible with and able to use the **smartphone app** as specified in the **operating manuals**. You alone are responsible for buying, maintaining, upgrading and operating, and the security of, your **mobile device** so that it can connect to the **MPOS terminal** and use the **MPOS services**.
- 3.2 You must also:
 - 3.2.1 only have installed the **smartphone app** from the App Store for your device or any other site or location we approve as shown in your welcome pack;
 - 3.2.2 not use the **MPOS services** in any unlawful way, for any unlawful purpose, or in any way inconsistent with your **agreement**, or act fraudulently or maliciously for example by hacking into or inserting malicious code into the **smartphone app** or iOS, Android or other operating systems;
 - 3.2.3 not use the **smartphone app** in a way that could damage, disable, overburden, impair or compromise the service, our systems or security or interfere with other users;
 - 3.2.4 not upload, post, transmit or distribute through the **smartphone app** any material or information which is unlawful or which is potentially harmful, threatening, abusive, libelous, defamatory, pornographic or otherwise obscene, racially, ethnically or otherwise objectionable; and
 - 3.2.5 not collect or remove any information or data from our systems or attempt to decipher any transmissions to or from the servers running the **MPOS services**.
- 3.3 Your service provider may charge you for internet access and sending transaction-related data to us from your **mobile device**. These charges will be your responsibility.
- 3.4 We may, but do not have to, allow you to upload or store information relating to **cardholders** or your other customers or employees, subcontractors, officers or agents (such as their name or contact information) using the **smartphone app**. If the information you provide is **personal data**:
 - 3.4.1 you agree that the **merchant terms and conditions** govern how that information is **processed**;
 - 3.4.2 which we need to hold, process, generate or otherwise use in connection with providing the **MPOS services**, it will be **transaction personal data**; and
 - 3.4.3 you warrant and represent that you have given all necessary notices, received all necessary consents and disclosed all necessary information in order for us to **process** that **personal data**.

- 3.5 The **smartphone app** may use or include third-party software and copyrighted material or may be subject to an open source licence or other licence.
- 3.6 The conditions relating to our **intellectual property rights** included in the **merchant terms and conditions** will apply to the **smartphone app**. You also agree to keep to the following conditions in connection with the **smartphone app**.
- i. Except to the extent allowed by law or as provided in the **merchant terms and conditions** or these **additional service conditions**, you must not modify, reverse engineer, decompile, disassemble, distribute, sub-license, sell, rent, lease, charge, give or in any way transfer, by any means or in any medium, including telecommunications, the **smartphone app**.
 - ii. We have the right to change or update the **smartphone app**, introduce a new version of it, change its functions and characteristics or change the version of the operating system that the **smartphone app** works with at any time. Once we have introduced any of the new versions or changes mentioned above, 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 and **mobile device** are compatible with any new versions or changes. Depending on the change or update, you may not be able to use the **smartphone app** or **MPOS services** until you have downloaded the latest version and accepted any new terms.
 - iii. 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 **smartphone app**. Any implied warranties that cannot be excluded are limited to 90 days or the shortest period allowed by law, whichever is greater.
 - iv. You must protect the **smartphone app** 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.
- 3.7 If you provide feedback or ideas ("**suggestions**") on the **smartphone app**, you understand we may use your **suggestions** without any obligation to attribute them to you or to compensate you. You must not give us any information that is confidential, commercially sensitive or contains original creative work or is the intellectual property or property of you or another person. Any **suggestions** you make will automatically become our property.
- 3.8 You will not be able to use the **smartphone app** when you are no longer receiving our **MPOS services**.

4 Security

- 4.1 After your initial registration of the **smartphone app** on your **mobile device**, we will never contact you to ask for your security details and we will not ask anyone else to do so on our behalf. If you receive a request like this, it is likely to be fraudulent and you must not supply your security details in any circumstances. You should report this to us immediately.
- 4.2 You must keep your **mobile device** secure and close the **smartphone app** if you are not using it to reduce the likelihood of fraud in case your phone is lost, stolen or misused.
- 4.3 If you suspect that someone else knows your passcode or other security details to access the **MPOS services**, you must contact us immediately. If you fail to do so, you may be liable for any unauthorised transactions on your account which are as a result of your security details becoming known to someone else.

5 Using information

- 5.1 By using the **smartphone app**, you:
- 5.1.1 acknowledge and agree that we may use your information and the information you give us about others using the **smartphone app** as described in the **agreement**, and
 - 5.1.2 agree to us or our third-party supplier:
 - i. accessing information about your **mobile device** for the purpose of registration and authentication; and
 - ii. using cookies or similar technology on the **smartphone app**, and if we do you agree our cookie policy will apply to your using the **smartphone app**.

6 Limitations on our liability

- 6.1 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**.
- 6.2 As well as the limitations and exclusions on our liability set out in the **merchant terms and conditions**, we will not be liable to you if:
- 6.2.1 you are unable to access or use the **smartphone app** for any reason or there is a delay in using it;
 - 6.2.2 your **mobile device** or any third-party software installed on it is damaged, corrupted, faulty or incompatible with the **MPOS terminal** or the **smartphone app**;
 - 6.2.3 you use the **smartphone app** inappropriately; or
 - 6.2.4 there is a reduced level of, or failure to provide, any service caused by any third-party service providers including software providers and mobile operators.
- 6.3 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**.
- 6.4 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**.

7 Changing these additional service conditions

We may change all or any part of these **additional service conditions** at any time in line with the **merchant terms and conditions**. The new terms of these **additional service conditions** may be displayed on-screen and you may have to read and accept them to continue using the **smartphone app**.

8 Suspending or ending this additional service

- 8.1 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**. If this **additional service** is suspended or ended, the rest of your **agreement** will stay in force, except as provided in conditions 8.2 and 8.3 below. If this **additional service** is partly ended or suspended, the rest of this **additional service** will stay in force.
- 8.2 If you are no longer using the **MPOS services**, you should stop using the **smartphone app**. If the **MPOS additional service conditions** are suspended or ended, these **additional service conditions** will also automatically be suspended or ended (whichever applies) on the date the **MPOS services** end.

- 8.3 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.
- 8.4 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, including conditions 3.6, 9 and 10 of these **additional service conditions** which will continue after these **additional service conditions** end.

9 Law

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.

10 Complaint procedures

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 **0800 161 5350*** or at [barclaycard.co.uk/paymentacceptance](https://www.barclaycard.co.uk/paymentacceptance). Calls may be monitored or recorded to maintain high levels of security and quality of service.



MPOS portal additional service conditions

1 Introduction

- 1.1 Our mobile point-of-sale ('MPOS') solution will allow you to accept **cards** as a form of payment by connecting the **MPOS terminal** to a **mobile device**. Once you have downloaded and installed the **smartphone App** on your **mobile device**, the **MPOS services** will allow you to send payment data through to us for processing.
- 1.2 These **MPOS portal conditions** govern how you use the **MPOS portal** and, together with the **operating manuals, procedure guide** and other parts of your **agreement**, govern how we provide the **MPOS services**. By accessing the **MPOS portal** you agree to be bound by these **additional service conditions**.

The **MPOS portal** is operated and maintained for us by Payworks GmbH, Dingolfingerstr. 15, 81673 Munich, Germany.

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

Mobile device means your smartphone, tablet or other device as specified in the **operating manuals**.

MPOS portal means the secure site which gives you access to your online account including business, transaction and service-related data and which can be found at www.barclaycard.co.uk/business/anywhere or at any other location we may tell you about.

MPOS services means the mobile point-of-sale solution we offer to accept **card payments** using the **MPOS terminal** and the **smartphone App** together with access and use of the **MPOS portal**.

MPOS terminal means a merchant acquiring point-of-sale terminal provided to you to enable you to use the **MPOS services**.

Smartphone App means the application you must download to your **mobile device** to be able to use the **MPOS services**.

3 Using the MPOS portal

- 3.1 You may use the **MPOS portal** to access information about how you use the **MPOS services** including (but not limited to):
 - 3.1.1 seeing a summary view of transactions; and
 - 3.1.2 managing users.

- 3.2 You may access the **MPOS portal** by using the user identification code and password which you will need to create. It is your responsibility to make sure that you do not share, reveal or in any way compromise the user identification code and password or any other usernames, passwords, pass codes or memorable words we may give you. Please make sure that you do not write details down and always take care when entering details to make sure you are not being overlooked. We will not be liable for any **losses** suffered as a result of, or otherwise in connection with, any other **person** having access to the **MPOS portal**.
- 3.3 It is your responsibility to make sure that the information you input into or upload to the **MPOS portal** is accurate and complete.
- 3.4 You acknowledge that the **MPOS portal** (or part of it) may not be available at any time or for any period. We will try to let you know before any downtime of the **MPOS portal** but may not always be able to do so. We accept no liability if you are unable to use the **MPOS portal** at any time (see condition 8 of these **MPOS portal conditions**).
- 3.5 We may decide to end your access to or use of the **MPOS portal** for any reason, including if we believe you have not acted in line with these **MPOS portal conditions**.
- 3.6 You will no longer have access to the **MPOS portal** if you are no longer receiving our **MPOS services**.

4 User behaviour and content standards

- 4.1 You agree that in using the **MPOS portal** you will:
 - 4.1.1 use the **MPOS portal** only for lawful purposes, and in a way which does not affect the rights of, or restrict or inhibit the use of the **MPOS portal** by, any other **person**;
 - 4.1.2 not upload, post, transmit or distribute any material or information where you do not own, or have the right to use, any associated **intellectual property rights**, or any material which is unlawful or which is potentially harmful, threatening, abusive, libellous, defamatory, pornographic or otherwise obscene, racially, ethnically or otherwise objectionable;
 - 4.1.3 not interfere with, damage or disrupt any part of the **MPOS portal**, any equipment, systems or network used to operate the **MPOS portal**, or attempt to access any secure area other than those secure areas which you can access with your username and password;
 - 4.1.4 not transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to negatively affect the operation of any computer, hardware or software;
 - 4.1.5 access the **MPOS portal** using a computer that is protected by a current version of a reputable virus- checking program; and
 - 4.1.6 not reverse engineer, decompile, disassemble, distribute, copy, sub-license, sell, rent, lease, charge, give or in any way transfer, any part of the **MPOS portal** (or attempt to do any of these activities).

- 4.2 You must keep to any other requirements about using the **MPOS portal** which we may tell you about.

5 Intellectual property rights relating to the MPOS portal

- 5.1 By agreeing to these **additional service conditions** we are granting you a sub-licence to use the **MPOS portal** only on the terms set out in these **additional service conditions**. The conditions relating to our **intellectual property rights** included in the **merchant terms and conditions** will also apply to the **MPOS portal** and how you use it.
- 5.2 The entire design and content of the **MPOS portal** is the copyright of Barclays Bank PLC, or is licensed to us, and all rights are reserved. The information on it is for you to use only as far as necessary to receive the **MPOS services**. You may not download, reproduce, transmit or modify any part of the **MPOS portal** without getting our written permission beforehand. You may only print out parts of the **MPOS portal** for you to use as far as necessary to receive the **MPOS services**.

6 Third-party products and services

The **MPOS portal** may from time to time contain some material provided by other people or organisations. We will not accept any responsibility or liability for the accuracy of that material.

If we do provide links to, or refer to, other websites, we are not approving those websites or any of their 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 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.

You must not link any other website to the **MPOS portal** or provide a link from the **MPOS portal** to another website without getting our written permission beforehand.

7 No warranty

We have taken all reasonable care to make sure that the information provided on the **MPOS portal** is accurate. However we do not give any warranties or undertakings, either express or implied, on its accuracy, timeliness or completeness.

Opinions and any other content on the **MPOS portal** are provided by us or on our behalf for you to use only as far as necessary to receive the **MPOS services** and for information purposes and may be changed without telling you first. Nothing on the **MPOS portal** is, or should be treated as, advice of any kind.

8 Limitations on our liability

- 8.1 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**.
- 8.2 As well as the limitations and exclusions on our liability set out in the **merchant terms and conditions**, we will not be liable to you if we cannot meet our obligations under these **MPOS portal conditions**, if the failure arises as a result of anything beyond our reasonable control. This includes, but is not limited to the following:
- Any direct or indirect **loss** of any kind in connection with you using (or your employees, subcontractors, agents or officers using), having access to, or not being able to use, the **MPOS portal** or any failure or delay by us or our third-party providers in performing our obligations. This includes any **loss**

of profit, income or business opportunity however caused together with any **loss** arising from any computer virus or system failure.

- We may modify, withdraw, discontinue or suspend the **MPOS portal** or any part of it, temporarily or permanently, without notice at any time. We will not be liable to you or to anyone else for modifying, withdrawing, discontinuing or suspending the **MPOS portal**.
- Any denial-of-service attack, virus or other technologically harmful material that may infect your or any nominated users' computer equipment, computer programs, data or other proprietary material due to you or any nominated user using the **MPOS portal** or downloading any material posted on it, or from any website linked to it.
- Any virus or other disabling code contained in an email. (It is your and your nominated user's responsibility to scan or otherwise check each email and any attachments.)

- 8.3 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**.

- 8.4 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**.

9 Privacy and cookie policy

These **MPOS portal conditions** include our privacy policy (which tells you about how we use your personal information) and cookies policy (which tells you about using cookies on the **portal**). You can find our privacy policy and cookies policy at www.barclaycard.co.uk/personal/privacy-policy or at any other location we may tell you about. Please read our privacy and cookie policy carefully before using the **MPOS portal**.

10 Changing these additional service conditions

We may change all or any part of these **additional service conditions** at any time in line with the **merchant terms and conditions**. The new terms of these **additional service conditions** will normally be made available on the **MPOS portal**, unless we tell you otherwise. You must read them. By using the **MPOS portal** we will assume you have accepted any changes to these **additional service conditions**.

11 Our rights if you break these additional service conditions

If you fail to keep to these **additional service conditions**, we may take all or any of the following actions. We may:

- immediately withdraw your right to use the **MPOS portal** either temporarily or permanently;
- immediately remove, either temporarily or permanently, any posting or material uploaded by you to the **MPOS portal**;
- issue a warning to you;
- take legal proceedings against you for any **loss** resulting from breaking these **additional service conditions**;
- reveal information to law enforcement authorities as we feel is necessary.

This is not a full list of the actions we can take and we can take any other action we reasonably feel appropriate. If we end your right to use the **MPOS portal**, you must then immediately destroy any downloaded or printed extracts from the **MPOS portal**.

12 Suspending or ending this additional service

- 12.1 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**.
- 12.2 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.
- 12.3 When this **additional service** ends, it will not affect:
- our or your rights or responsibilities which have arisen before it ends;
 - 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

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.



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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