

# >> ePDQ additional service conditions

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## 1 Introduction

1.1 These **additional service conditions** set out the terms and conditions on which we will provide you with the ability to accept **electronic commerce transactions** through the **ePDQ services**. Together with the **operating manuals, procedure guide** and other parts of your **agreement**, these **additional service conditions** govern how we provide the **ePDQ services**. By using the **ePDQ services** you agree to be bound by these **additional service conditions**.

## 2 Relationship with 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.

**API** or **application programming interface** means the interface specification through which your **website** can communicate with the **ePDQ services** and through which you capture an **account holder's** or **cardholder's payment details** on your **website**. The **payment details** are sent directly from your **website** to us using a secure internet connection.

**Cancellation fee** means the cancellation fee (or fees) for this **additional service** set out in the **merchant application form**.

**Data retrieval fee** means amounts we tell you about that you must pay us to retrieve **payment details** or **refund details** (or both) that you ask us for after the **ePDQ services** end.

**ePDQ back office** means the management information tool which allows you to carry out the various back-office functions and review **ePDQ payments** processed using your **ePDQ subscription** online, as further described in condition 8 of these **additional service conditions**.

**ePDQ charges** means the **charges and fees** you must pay us for the **ePDQ services** and which are set out in:

- (a) The **merchant application form**; and
- (b) The **ePDQ back office**, including any **ePDQ options charges** which apply, any **cancellation fee** and any **data-retrieval fee**.

**ePDQ charging model** means the charging model you choose which will either be 'pay as you go' or 'pay monthly'. The availability of each **ePDQ charging model** depends on the **type of ePDQ subscription** you choose. You can find details of each **ePDQ charging model** in the **merchant application form**.

**ePDQ options** means any enhanced services which we make available in line with condition 4 of these **additional service conditions**.

**ePDQ options charges** means amounts you must pay us for any **ePDQ option** you subscribe for and which are set out in the **ePDQ back office** or any other location we may tell you about.

**ePDQ payments** means **electronic commerce transactions** and **MOTO transactions**.

**ePDQ services** means this **additional service** which allows you to take **ePDQ payments**. It includes payment gateway, **ePDQ payment** processing, fraud control, reconciliation, reporting, settlement or other services which apply to your **ePDQ subscription** to help with the payment processing we provide to you under these **additional service conditions**.

**ePDQ software** means the collective set of programmes and data we have developed or operate (or both) and which we provide to you with the **ePDQ services**, as amended, updated or replaced.

**ePDQ subscription** means the **type of ePDQ subscription** which applies and which you have subscribed to.

**E-terminal** means the 'virtual' point-of-sale payment page which you can access using the **ePDQ back office**.

**Fraud-management tool** means the various fraud-management and electronic notification tools we provide which we may amend, update or replace from time to time, and which are configured using the **ePDQ back office**.

**HPP** or **hosted payment page** means the electronic connection method where an **account holder** or **cardholder** is redirected from your **website** to a payment site we host, on which the **payment details** are entered by the **account holder** or **cardholder** (whichever applies).

**Internet authentication** means the authentication services provided by the relevant **schemes** for **electronic commerce transactions** by using digital certificates or other **security information** unique to a **cardholder** or **account holder**.

**Minimum term** means the minimum initial period set out in the **merchant application form** which will start on the date your **ePDQ subscription** is enabled and ready for use.

**MOTO** means mail, fax or telephone order.

**MOTO transaction** means a **transaction** where the **account holder** or **cardholder** is not physically present at the point of sale and the **payment details** are presented to you by them by mail, fax or telephone.

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

**One-page checkout** means the two-stage electronic connection method where:

- (a) an **account holder** or **cardholder** enters their **payment details** on your **website**; and
- (b) your **website** is integrated with our payment site, allowing the **payment details** to be sent directly and securely to a payment site we host.

**Payment details** means details of a **payment**, which must be in a form which we have approved.

**PSP ID** means the unique access code to the **ePDQ back office** which cannot be changed and which we will tell you about.

**Refund details** means details of a **refund**, which must be in a form which we have approved.

**Security information** has the meaning given in condition 7.1 of these **additional service conditions**.

**Transaction** means the process where you or an **account holder** or **cardholder** requests permission for a **payment** or a **refund**.

**Type of ePDQ subscription** means all of the **ePDQ services** solutions we make available to merchants, which contain varying access and functional capability depending on the method for sending us **payments** or technical requirements (or both).

**User ID** means a **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 **ePDQ back office**.

**Website** means your e-commerce site (or sites) through which customers buy goods or services from you.

## 3 ePDQ services

- 3.1 You must only use the **ePDQ services** for **ePDQ payments**. Any **payments** you accept and process must be in line with these **additional service conditions** and the rest of your **agreement** with us.
- 3.2 You must get permission from **cardholders** and **account holders** to allow notices to be sent to them in your name from the **ePDQ services**.
- 3.3 You acknowledge that the criteria to accept **payments** for processing under any **scheme** might change and, as a result, we cannot always guarantee the availability of the processing of **payments** under any **scheme**. If there are any changes in the criteria for a certain **scheme**, we will tell you as soon as possible.
- Multicurrency**
- 3.4 We will support the processing of **ePDQ payments** in your **ePDQ subscription** in the currencies set out in the **merchant application form**. If you want to add multicurrency settlement to your **ePDQ subscription**, you must ask us for a copy of, and agree to, the multicurrency **additional service conditions**. We will then settle transactions in the settlement currency (or currencies) we agree with you.
- Type of ePDQ subscription and charging model**
- 3.5 We will provide you with the **ePDQ services** which apply to your **ePDQ subscription**, using the **ePDQ charging model** you have chosen.
- 3.6 If you want to upgrade your **ePDQ subscription**, or change your **ePDQ charging model** from a 'pay as you go' to 'pay monthly', you may do so at any time by giving us notice in line with the **merchant terms and conditions**. The upgrading process will usually take 5 **banking days** from us receiving your request to upgrade or change.
- 3.7 Depending on the new **type of ePDQ subscription** you request in line with condition 3.6 above:
- 3.7.1 We may need you to go through extra screening or other checks, or re-integrate or reconfigure your **website** to the **ePDQ services**. You may also need to re-set the parameters in the **fraud-management tool**;
  - 3.7.2 Your **ePDQ charges** may also change and we will let you know what the changes are. Any change to your charges will apply from the date your upgrade or change takes place.
- 3.8 If you decide you do not need certain functions in your **ePDQ subscription**, you may downgrade your **ePDQ subscription** to a **type of ePDQ subscription** with fewer functions and lower charges. However, we will charge you a **cancellation fee** if you downgrade your **ePDQ subscription** during the **minimum term**. The lower **charges and fees** relating to your downgraded **ePDQ subscription** will take effect on the second billing date from your notice of the other **type of ePDQ subscription** you want. Although you may downgrade your **type of ePDQ subscription**, during the **minimum term** you cannot change your **ePDQ charging model** from 'pay monthly' to 'pay as you go'.

3.9 Following any change to your **ePDQ subscription**, it is your responsibility to review (and tell your **nominated users** about) all of the **operating manuals** and the **procedure guide** which apply to your new **ePDQ subscription**.

## 4 ePDQ options

4.1 From time to time, we may offer you **ePDQ options**. We will do what we reasonably can to support any **ePDQ options** you want to subscribe for (but we do not have to). However, you must pay the **ePDQ options charges** which apply. We will treat each request for **ePDQ options** as a separate request for which you will have to pay the **ePDQ options charges** which apply.

4.2 You must pay **ePDQ options charges** each calendar month. They will begin from the first day of the calendar month in which the relevant **ePDQ option** is activated in the **ePDQ back office**. We will invoice you each month, starting in the next billing month.

4.3 You can deactivate any unwanted **ePDQ option** by using the **ePDQ back office**.

4.4 If you deactivate an **ePDQ option** during a month, you will be liable to pay the **ePDQ options charges** for the whole of that month.

## 5 Accepting payments

5.1 We will tell you what type of **cards** and **accounts** may be used for **ePDQ payments** through the **ePDQ services**. We may change the types of **cards** or **accounts** and we will tell you about any changes.

5.2 To accept an **ePDQ payment** through the **ePDQ services**, you must:

- 5.2.1 Get **payment details** from the **account holder** or **cardholder** through your **website** and send them directly to us using the **API**; or
- 5.2.2 Direct the **account holders** or **cardholders** to the **hosted payment pages** so we can get the **payment details**;
- 5.2.3 Get **payment details** from the **account holder** or **cardholders** and enter the details into the **e-terminal**; or
- 5.2.4 Send **payment details** from the **account holder** or **cardholder** directly to us by using **one-page checkout**.

5.3 We may have given you more than one merchant number if, for example, you carry out:

- (a) **Face-to-face transactions**; and
- (b) **Electronic commerce transactions** or **MOTO transactions** (or both) under your **agreement**. You must always use the correct merchant number for submitting all **payments** and you must not submit **ePDQ payments** through any other merchant number we have given you.

## 6 Your other responsibilities and duties

### 6.1 Accepting payments and authorisation

- 6.1.1 For any **scheme**, you must only accept **payments** and, if it applies, get authorisation, in line with the requirements for that **scheme** and the **scheme rules** which apply.
- 6.1.2 The **floor limit** for all **electronic commerce transactions** and **MOTO transactions** is zero. So, you must get authorisation for all **electronic commerce transactions** and **MOTO transactions** through the **ePDQ services**.

## 7 Internet authentication

7.1 If you need to take part in **internet authentication**, we will register you as a participant for the relevant **internet authentication** services. We may give you **security information** to allow you to communicate with the relevant **schemes** to authenticate transactions ('**security information**').

7.2 You must keep to the authentication requirements set out in our **operating manuals** and any other relevant guides we tell you about, which include the information you will need to provide to us to show that you requested and received authentication if a **cardholder**, **account holder** or **card issuer** later disputes the authentication of a **payment**.

7.3 Different **schemes** operate their **internet authentication** services in different ways and have different requirements for authentication. It is your responsibility to make sure that you keep to any and all requirements for the relevant **schemes** at all times. If you fail to keep to any **scheme rules** which apply when taking part in **internet authentication**, a **chargeback** may apply to you.

7.4 You must keep your **security information** confidential and only reveal it to your employees, agents and contractors who need to know it to help with **internet authentication**. The indemnities (meaning, in plain English, making good each other's losses) you provide to us in the **merchant terms and conditions** will cover all **losses** we may suffer arising from your failure or the failure of any employees, agents and contractors to keep any **security information** confidential.

7.5 You must not tamper with any messages received through the **internet authentication** process or make any attempt to alter the status of any **payment**.

7.6 **Internet authentication** must only be used for **electronic commerce transactions** using certain types of **card**. We will tell you which types of **card** you can use with **internet authentication**. If you use **internet authentication** for **payments** using any other types of **card**, a **chargeback** may apply to you.

7.7 If you try to use **internet authentication** for any **payment** and the **cardholder** or **account holder** fails to authenticate the **payment** and you are told that the **cardholder** or **account holder** is registered for **internet authentication**, a **chargeback** may apply to you if the **cardholder** or **account holder** then denies the **payment**.

7.8 As well as our audit rights in the **merchant terms and conditions**, if you use software supplied by another organisation to help you access **internet authentication**, you must allow us to inspect your systems (if we tell you we need to). You will not be registered for **internet authentication** until we are satisfied that you and your systems keep to the criteria set out by the **schemes** for taking part in **internet authentication**. You must make sure that any other software provider is approved by any relevant **scheme** to take part in **internet authentication** under that **scheme**.

## 8 Configuration of the ePDQ back office

8.1 The **ePDQ back office** gives you the option during the set-up process to configure certain elements and disable certain functions to meet your requirements.

8.2 It is your responsibility to:

- 8.2.1 Configure the **ePDQ back office**, including the **fraud-management tool**, in line with the **operating manuals** and in a way appropriate for your business; and
- 8.2.2 Make sure that any configuration keeps to the **scheme rules** and all legal and regulatory requirements which apply in the relevant states and countries in which you operate.

8.3 We will have no liability for any **losses** you or anyone else suffers as a result of any configuration carried out by you or on your behalf by anyone else.

8.4 The indemnities you give us in the **merchant terms and conditions** will cover all **losses** we suffer arising from or in connection with any configuration by you or anyone else.

8.5 You acknowledge that **transactions** and related **transaction data** shown on the **ePDQ back office** may not be displayed in real time. We do everything we reasonably can to make sure that information relating to your **transactions** is accurate, complete and up to date but we cannot guarantee that this will always be the case.

## 9 Access to the ePDQ back office and nominated users

9.1 You and your **nominated users** must only access the **ePDQ back office** using hardware and software which we tell you about.

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

9.3 Only **nominated users** you have registered with us in line with the procedure set out in the **operating manuals** can have access to the **ePDQ back office**. The level of access rights granted to a **nominated user** will set that **nominated user's** access to the **ePDQ back office** (including the **e-terminal**). It is your responsibility to make sure that the level of access you give to each of your **nominated users** is appropriate for your business.

9.4 We will give you a unique **PSP ID** and password to use the **ePDQ back office** and a unique **user ID** and password for each **nominated user** up to the limit of **nominated users** under your **ePDQ subscription**. Your **PSP ID** is given to your first **nominated user** for the purposes of these **additional service conditions**. You must keep, and must make sure that each **nominated user** keeps, the **PSP ID** and each **user ID** and password secure and confidential at all times. You must not, and must make sure that each **nominated user** does not, reveal those details to anyone else (including employees, agents and subcontractors who are not **nominated users**). If anyone else needs access to the **ePDQ back office** (including employees, agents and subcontractors who are not **nominated users**), you must request our permission for each one.

9.5 If your **PSP ID** or any **user IDs** or passwords are lost, stolen, copied or otherwise revealed to or accessed by anyone else without your permission, you must tell us immediately.

9.6 You are responsible for creating, managing and deactivating your **nominated users** using the processes defined in the **ePDQ back office** and **operating manuals**.

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

9.8 As well as the indemnities 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**.

## 10 Using the logo and site content

- 10.1 If you want to display your logo on the **hosted payment pages**, you must give us the logo. You warrant that you own the logo, or it is licensed or otherwise provided to you on terms which allow you its use on the **hosted payment pages** and that the use will not infringe any **intellectual property rights** of any other person.
- 10.2 You must make sure that the content of the **hosted payment pages** do not contain:
- 10.2.1 Any materials which you do not own or have the right to use; or
- 10.2.2 Any material or information which is unlawful or which is or may be potentially harmful, threatening, abusive, libellous, defamatory, pornographic or otherwise obscene, racially or ethnically or otherwise objectionable.
- 10.3 If any **losses** are passed to us by a **scheme** or anyone else claiming that there has been any infringement of their **intellectual property rights** as a result of us using your logo or your **intellectual property rights**, or your actions or failure to act, including customising the **hosted payment pages** or your use of a **scheme's** trademarks or brands in an unauthorised way, you will indemnify us against all **losses** we may suffer.

## 11 Fraud-management tool

- 11.1 All **ePDQ payments** we process can be screened using our **fraud-management tool**, which carries out a number of checks on a **payment** and attaches a resulting total score to the **payment**. The resulting score represents the likelihood of the **payment** being fraudulent. You must make sure that the **fraud-management tool** (if used) and any related electronic notification tools are used at all times in line with the **operating manuals**. If you do not use the **fraud-management tool**, you do so at your own risk.
- 11.2 The **fraud-management tool** does not guarantee against fraudulent **payments**, nor against resulting **chargebacks** or other **losses**. As a result, no matter what any resulting total score might be, a **payment** may be fraudulent or non-fraudulent. The effectiveness of the **fraud-management tool** depends on your configuration of the parameters within the **ePDQ back office** and also on the number of data points and **payment details** available to us.
- 11.3 We have the right to change and update the scoring values set in the **fraud-management tool** and add new checks, controls and functions to the **fraud-management tool** or change existing checks, controls or functions in the **fraud-management tool**. We will tell you about any changes or updates.
- 11.4 You must make sure that the parameters of the **fraud-management tool** are set to levels appropriate for your business. If you fail to do so, it will be at your own risk. We will not be responsible or liable to you for any **losses** arising from or in connection with your failure to use the **fraud-management tool** or set the parameters to appropriate levels for your business. We may take any action we reasonably consider necessary to deal with any failure on your part to keep to this condition 11.4.
- 11.5 We have the right to cancel a **payment** after it has been authorised. The final responsibility for accepting or rejecting any **payment** will be ours. We have the right to cancel a **payment** that we believe is fraudulent or involves other criminal activity, even if the **fraud-management tool** failed to block the **payment**. If **chargeback** levels on a specific **scheme** are above acceptable levels for that **scheme** or expected to reach those levels, we have the right to suspend the availability of **payment** acceptance under the relevant **scheme**.

## 12 Software

- 12.1 You alone are responsible for installing, servicing, maintaining and upgrading your own equipment and software relating to the **ePDQ services**, and for their security and operation. This includes making sure your internet browsers are within at least two versions of the most current software release. Despite any consultancy or software modules we give you, you alone are responsible for integrating your **website** and other electronic systems to the **ePDQ services**.
- 12.2 You warrant that your computer hardware, software and operating systems are compatible with and able to use the **ePDQ services** as set out in the **operating manuals**.
- 12.3 It is your responsibility to create and develop the software which allows your **website** to integrate with the **ePDQ services**. However, we may provide some code examples on the **ePDQ back office** which you may download and use to help you create the integration you need. No warranty is given in relation to any such code and you use it entirely at your own risk.
- 12.4 The conditions relating to our **intellectual property rights** included in the **merchant terms and conditions** will apply to the **ePDQ software**. You also agree to keep to the following conditions in connection with the **ePDQ software**:
- (a) 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-licence, sell, rent, lease, charge, give or in any way transfer, by any means or in any medium, including telecommunications, the **ePDQ software**.
- (b) We have the right to change the **ePDQ 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 **ePDQ 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 and **website** are compatible with any new **ePDQ 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 **ePDQ software**. Any implied warranties that cannot be excluded are limited to 90 days or the shortest period allowed by law, whichever is greater.
- (d) You must keep confidential the **ePDQ software** and protect it from unauthorised use, copying or dissemination, and you must tell us as soon as reasonably practicable after you become aware of any failure to meet the above.

## 13 Extra protection and security obligations

- 13.1 Your **website** and the way in which you record and process **payments** must keep to the following on an ongoing basis.
- 13.1.1 The security requirements set out in the **operating manuals** and the **procedure guide**.
- 13.1.2 Any extra security requirements contained in any **scheme** details.
- 13.1.3 **PCI DSS** including, at all times:
- 13.1.3.1 Making sure you have security patches and secure configurations on all of your equipment;
- 13.1.3.2 Never storing any security code on any equipment;
- 13.1.3.3 Protecting all passwords, and changing these regularly;
- 13.1.3.4 Using appropriate firewalls and anti-virus protection to protect access to all servers and applications;
- 13.1.3.5 Putting in place procedures to develop secure applications;
- 13.1.3.6 Making sure that **account holders** and **cardholders** are always directed to the correct **hosted payment page**; and
- 13.1.3.7 Never storing unencrypted **card** numbers.
- 13.1.4 Any other written instructions we give you about the security of **account holder** or **cardholder** information, payment and authorisation procedures and any other relevant security matters.
- 13.1.5 Any other security obligations or requirements set out elsewhere in your **agreement**.
- 13.2 As well as our audit rights in the **merchant terms and conditions**, if we give you reasonable notice you must allow us to inspect your computer systems and software to check that your security measures keep to our requirements. The inspection will be carried out by people we have authorised, will be at a reasonable time and will keep to any reasonable written security regulations for your site which you give us or our authorised personnel.
- 13.3 Any inspection under condition 13.2 above will not mean that we have approved your security procedures and you are not allowed to state or imply otherwise.
- 13.4 You must make sure that you process all **transactions** through the live version of the **ePDQ services**, through which you may access all live functions of your **ePDQ subscription**. All test transactions must be carried out using the test version of the **ePDQ services**, through which you can test integration, functions and send test transactions in a non-live environment.
- 13.5 You must not send us any **transaction data** unless you encrypt it to the standard set out in the **operating manuals** and the **procedure guide**.
- 13.6 You must not carry out any independent monitoring or testing of the **ePDQ services** without our written permission beforehand.
- 13.7 You must communicate with us by using the correct electronic messaging format we tell you about in the **operating manuals** and the **procedure guide** or that we otherwise may tell you about. If you fail to use the correct electronic messaging format when communicating with us, we will not be able to process any **transactions** for you under the **ePDQ services** and you will not receive any payment from us for the **transactions** we cannot process. We will also not be liable for these amounts.
- 14 **ePDQ charges**
- 14.1 You must pay us the **ePDQ charges** (plus any **VAT** that may apply) set out in the **merchant application form** and in the **ePDQ back office** for any **ePDQ services** which apply, together with the other **charges and fees** due under your **agreement**.
- 14.2 You confirm you have read and understood the **merchant application form** and the **ePDQ options charges** relating to your **ePDQ options** (if any) in the **ePDQ back office** and agree to the **charges and fees** relating to this **additional service**.
- 14.3 Your service provider may charge you for internet access. These charges will be your responsibility.

## 15 Limitations on our liability

- 15.1 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 the **ePDQ services** along with any other exclusions and limitations set out in these **additional service conditions**.
- 15.2 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 (including, without limitations, by any **nominated user** or any of your employees, agents, contractors, web developers, integrators, software application providers, data-storage providers, web-hosting providers and anyone else acting on your behalf or being granted access to your systems) in relation to the **ePDQ services**.
- 15.3 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**.

## 16 Changing these additional service conditions

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

## 17 Suspending or ending the ePDQ services

- 17.1 We have the right to suspend or end all or any part of the **ePDQ services** at any time, with immediate effect and without telling you first, if:
- 17.1.1 You fail to keep to, or we reasonably suspect you have failed to keep to, these **additional service conditions**;
- 17.1.2 We reasonably believe that any act or failure to act by you, any of your **nominated users** or any other person acting on your behalf threatens the security or integrity of **account holders** or **cardholders** or our **ePDQ software** or systems;
- 17.1.3 Extraordinary circumstances arise which affect our ability to provide the **ePDQ services**;
- 17.1.4 You cannot keep to the security standards we specify;
- 17.1.5 You carry out any independent monitoring or testing of the **ePDQ services** and this breaks condition 13.6 of these **additional service conditions**;
- 17.1.6 Any of the reasons in conditions 18.1(a) to 18.1(h) and 18.2 of the **merchant terms and conditions** arise.
- 17.2 We also have the right to suspend or end the **ePDQ services** (or any part of them) by giving you at least 30 days' written notice. The notice will not take effect before the end of the **minimum term**.
- 17.3 You may end the **ePDQ services**:
- 17.3.1 Without cost, by giving us at least 30 days' written notice as set out in the **merchant terms and conditions** as long as the notice does not take effect before the end of the **minimum term**; or
- 17.3.2 By giving us at least 30 days' written notice as set out in the **merchant terms and conditions** during the **minimum term** and by paying the **cancellation fee**.
- 17.4 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.

## 18 After ending the ePDQ services

- 18.1 You must not send us any **transaction data** relating to **ePDQ payments** that take place through the **ePDQ services** after the **ePDQ services** have ended.
- 18.2 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 this **additional service** ends.
- 18.3 If you need any **transaction data** from us after your **ePDQ services** end (either to defend a **chargeback** or for any other purpose), you must tell us in writing. We will have the right to charge you a **data retrieval fee** for each request.

## 19 Law

These **additional service conditions** are governed by the laws of England and Wales. Both you and we agree that any dispute 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.

## 20 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](http://www.barclaycard.co.uk/paymentacceptance). We may monitor or record calls to maintain 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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