

Barclaycard Smartpay Anywhere additional service conditions

1. Introduction

Our digital point-of-sale solution will allow you to serve your customers, cutting queues, increasing efficiency while improving the customer experience. The Smartpay Anywhere Service will allow you to send payment data through to us for processing, as well as provide you with the ability to manage your products and track sales, including an online servicing tool for management information reporting and managing your account. These additional service conditions set out the terms and conditions on which we will provide the Smartpay Anywhere Service to you, together with the operating manuals, procedure guide and other parts of your agreement govern how we provide you the Smartpay Anywhere Service. By using the Smartpay Anywhere Service 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.

Card reader means the payment acceptance terminal we provide to you as part of the Smartpay Anywhere Service.

Device means the mobile device you connect to your Smartpay Anywhere card reader to take card payments and which you install the mobile app.

Mobile app means the application you must download and install on your device to use the Smartpay Anywhere Service.

Online portal means the secure site which gives you access to your online account that is used by you for the purposes of management information, reporting and configuration of the payment transactions through the Smartpay Anywhere Service.

Personal information is as defined in the Data Protection Act 2018.

Smartpay Anywhere Service means the ability to accept card payments using the merchant acquiring point-of-sale solution, which includes the Smartpay Anywhere card reader, mobile app and online portal.

Smartpay Anywhere card reader means the card reader provided to you for use as part of the Smartpay Anywhere Service.

Staff means your employees, agents, contractors, sub-contractors or any other person acting on your behalf.

Start date means the date on which we deliver the Smartpay Anywhere card reader to you, in line with these additional service conditions.

3. Smartpay Anywhere card reader

- 3.1 We will only deliver the Smartpay Anywhere card reader to a business address which we have checked using electronic checks or documents you have provided.
- 3.2 Ownership of the Smartpay Anywhere card reader will transfer to you once we have received full payment for it. However, any risk relating to the Smartpay Anywhere card reader will transfer to you when it's delivered.
- 3.3 Until ownership of the Smartpay Anywhere card reader passes to you, you will:
 - (a) have the card reader in your possession but won't own it; and
 - (b) need to leave any identifying marks (for example, names, trademarks and branding) on the Smartpay Anywhere card reader or packaging.
- 3.4 You must only use the Smartpay Anywhere card reader in line with any procedure guide or user guides.
- 3.5 You must not modify or try to get round the security measures within the Smartpay Anywhere card reader.
- 3.6 You must keep the Smartpay Anywhere card reader in a satisfactory working condition.

4. Setting up access to The Smartpay Anywhere Service

- 4.1 Once we have agreed to provide you with the Smartpay Anywhere Service 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 Smartpay Anywhere Service.
- 4.2 To access and use the Smartpay Anywhere Service you will have to:
 - (a) agree to these additional service conditions;
 - (b) accept delivery of the Smartpay Anywhere card reader;
 - (c) install the mobile app from the app store for your device or the site shown in your welcome pack;
 - (d) carry out a one-time activation and registration process using the registration details we provide to you in your welcome pack;
 - (e) maintain a data connection to the Smartpay Anywhere card reader and device for the purposes of synchronising information and processing payments, which shall include ensuring the appropriate internet network connection is maintained.
- 4.3 You may be charged by your utility service provider for internet access and sending transaction-related data to us from the Smartpay Anywhere card reader and your device. These charges will be your responsibility.
- 4.4 You can access the online portal for the Smartpay Anywhere Service using the log-in details provided when setting up the solution.

5. Using the mobile app

- 5.1 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 below).
- 5.2 The mobile app may include third-party software and copyrighted material, or other licences may apply.
- 5.3 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).
- 5.4 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 Smartpay Anywhere Services until you've downloaded the latest version and accepted any new terms.
- 5.5 From time to time, the Smartpay Anywhere card reader, online portal or mobile app may be updated, either automatically or with notice. Where applicable, we will aim to give you as much notice as possible in order to update the Smartpay Anywhere card reader, online portal or mobile app.

- 5.6 We may 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 only given us the information we need in order to process that information.
- 5.7 By using the mobile app, you agree that we can use your information and information about other users as described in the agreement.
- 5.8 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.
- 5.9 To reduce the likelihood of fraud, keep your device secure and close the mobile app when you're not using it.
- 5.10 You allow us, or our third-party suppliers, access to:
 - (a) information about your device for the purpose of registering it and confirming it is compatible with the Smartpay Anywhere card reader; and
 - (b) cookies or similar technology on the mobile app.
- 5.11 If the Smartpay Anywhere card reader is not going to be used for a long period of time you should fully charge the Smartpay Anywhere card reader by turning it off. Make sure you carry out a full shut down as opposed to letting the device move into standby, which will continue to deplete the battery.

6. Using the Smartpay Anywhere Service

- 6.1 You must keep to, and make sure that your staff keep to, any written instructions and training we give you in relation to the Smartpay Anywhere Service.
- 6.2 You must:
 - (a) make sure that you only use, or allow the use of the Smartpay Anywhere Service with, the types of cards that the Smartpay Anywhere Service accepts (we will tell you which types of cards the Smartpay Anywhere Service accepts in the procedure guide or the operating manuals (or both) or at any other location we may tell you about);
 - (b) make sure that you and your staff only use, or allow the use of, the Smartpay Anywhere Service for the functionalities set out in the operating manuals, the procedure guide or as we may otherwise tell you;
 - (c) make sure that you give your staff suitable training before they use the Smartpay Anywhere Service so that they can use it correctly in line with these additional service conditions, the operating manuals and the procedure guide and make sure that you give your staff further suitable training in relation to any updates or changes to the Smartpay Anywhere Service we tell you about;
 - (d) provide and maintain all power and telephone connections and transmission links for the Smartpay Anywhere Service in line with our instructions, the operating manuals and the procedure guide;
 - (e) not manually enter those cards which you are not allowed to be manually entered into the Smartpay Anywhere card reader (we will give you this information);
 - (f) regularly undertake a proper back-up routine, maintaining all back-up copies in a secure environment. We cannot guarantee that your data will be available after 12 months.
 - (g) update your password regularly, along with any "remember me" type functions; and
 - (h) avoid accessing the online portal on any public or shared computers.
- 6.3 You agree that those names, trademarks or other branding within the Smartpay Anywhere Service and all goodwill associated with the Smartpay Anywhere Service belong to us or our licensors and you will not use them in any way without getting our (or our licensors) written permission beforehand.
- 6.4 The conditions relating to our intellectual property rights included in the merchant terms and conditions will apply to this additional service as well as your use of any names, trademarks and intellectual property rights in relation to the Smartpay Anywhere Service. We will tell you in writing beforehand which names or trademarks to use on or in relation to the Smartpay Anywhere Service. You must only use the names and trademarks in the form and in the way we tell you. You must not remove or alter any names or trademarks appearing on the Smartpay Anywhere unless we agree otherwise with you in writing.

- 6.5 You agree:
- (a) to use the Smartpay Anywhere Service in line with these additional service conditions, procedure guide and operating manuals at all times; and
 - (b) not to modify, reverse engineer or try to get round the security measures included as part of the Smartpay Anywhere Service.
- 6.6 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.
- 6.7 You agree that you will not:
- (a) not use the Smartpay Anywhere Service in any unlawful way, to act fraudulently or maliciously;
 - (b) not use the Smartpay Anywhere Service in any way that could interfere with other users or put the Smartpay Anywhere Service or systems at risk;
 - (c) not upload or post anything that could be offensive, harmful, threatening, obscene (racially, ethically or otherwise), or could damage someone's reputation;
 - (d) not collect or remove information from our systems or attempt to decipher any transmissions to or from the servers;
 - (e) not transmit or upload any technologically harmful material that may infect computer equipment, programs or our material; and
 - (f) not allow anyone to use, copy or share the Smartpay Anywhere Service without our permission.

If you become aware of anything in the above list, you must let us know as soon as possible.

- 6.8 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 online portal.
- 6.9 It's your responsibility to make sure that the information input or upload to the online portal is accurate.
- 6.10 You acknowledge that any part of the online 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.
- 6.11 We've taken reasonable care to provide accurate information on the online portal. However, we do not guarantee it is accurate or complete, or that it will be available when you need it.
- 6.12 You can use the content on the online portal as necessary to receive the Smartpay Anywhere Service.
- 6.13 We may change the information, online portal or mobile app without telling you.
- 6.14 Nothing on the online portal is, or should be treated as, advice of any kind.
- 6.15 The online portal may contain some material provided by other people or organisations. We are not responsible for the accuracy of that material. 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.
- 6.16 You must not link any other website to the online portal or provide a link from the online portal to another website without getting our written permission beforehand.

7. Faults, loss and damage

- 7.1 You must not, and must make sure that your staff do not, move, alter, try to repair or do maintenance work on Smartpay Anywhere card reader without getting our written permission beforehand.
- 7.2 You will be expected to use reasonable care to keep the Smartpay Anywhere card reader clean and protect it from damage or loss.
- 7.3 You must tell us immediately in writing about any faults with the Smartpay Anywhere card reader or if it is lost or damaged.
- 7.4 We will assess the condition of any Smartpay Anywhere card reader you have told us about in line with condition 7.3 above and may repair or replace the relevant Smartpay Anywhere, depending on what we think is necessary.

- 7.5 We guarantee the Smartpay Anywhere card reader against faults caused by workmanship or materials for 12 months from the date we send it to you (the “warranty period”).
- 7.6 If the Smartpay Anywhere 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 Smartpay Anywhere card reader to us.
- 7.7 We’re not liable for any fault if:
- (a) the fault is caused by you not following the instructions or guides we’ve provided;
 - (b) you’ve tried to alter or fix the card reader without our permission; or
 - (c) the fault is caused by fair wear and tear, deliberate damage, negligence or abnormal working conditions.
- 7.8 If we repair or replace your card reader under 7.6 and then find the fault was caused by something in 7.7, we have the right to charge you for the costs involved (including delivery costs).
- 7.9 Any repaired or replacement card reader will be covered under these additional service conditions.
- 7.10 If we stop maintaining the relevant type of Smartpay Anywhere card reader, if we believe it no longer meets our current functional or technological standards or if any scheme says we must change or replace it, any replacement Smartpay Anywhere card reader we provide will be of at least an equivalent standard as the Smartpay Anywhere card reader we replaced..
- 7.11 If we decide that the Smartpay Anywhere card reader needs to be replaced or repaired because of a fault with it (not caused by you or anyone acting on your behalf), we will be responsible for the cost of the repair or replacement. If we decide the Smartpay Anywhere card reader needs to be repaired or replaced for any other reason or if it the Smartpay Anywhere card reader are lost or stolen, you will be responsible for the cost of the repair or replacement.
- 7.12 If you are responsible for the cost of repairing or replacing any Smartpay Anywhere card reader, we will tell you and we will debit you the cost of the repair or replacement and delivery.
- 7.13 As far as is allowed by law, we disclaim all warranties, conditions or other terms, express or implied (including warranties of satisfactory quality and fitness for particular purpose) in relation to the Smartpay Anywhere Service and these additional service conditions.

8. Your other responsibilities, duties and warranties

- 8.1 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:
- (a) the payment was not genuine;
 - (b) the payment was for an illegal transaction; or
 - (c) the payment does not in some other way constitute a payment.
- 8.2 You warrant that your computer hardware, software and operating systems are compatible with and are able to use this additional service in line with your agreement at the start date and throughout the entire term of this additional service.

9. Our charges

- 9.1 You must pay us any relevant charges and fees in relation to this additional service, together with any other charges and fees due under your agreement, including without limitation, any VAT relating to this additional service as listed in the merchant application form. You confirm you have read and understood these additional service conditions, including without limitation the merchant application form, and agree to all charges and fees relating to this additional service which apply and other important information relevant to the Smartpay Anywhere Service.
- 9.2 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.
- 9.3 If you are based in the UK, you will pay VAT as well as the charges and fees at the rate which applies which each monthly rental charge is due. The VAT rate which applies at the time of these additional service conditions take effect is set out in the merchant application form. However, this rate may change from time to time. 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.

10. Limitations on our liability

- 10.1 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.
- 10.2 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 are unable to fulfil our obligations under these additional service conditions as a result of anything beyond our reasonable control. This includes but is not limited to:
- (a) any break in power supply to us;
 - (b) any outage which we may tell you about; or
 - (c) any reduced level or failure of the Smartpay Anywhere Service caused by any third-party service provider, including without limitation, our authorised suppliers, software providers, broadband and/or mobile operators.
- 10.3 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 for any losses you or anyone else suffers arising from or in connection with you or anyone else (acting for you) installing the Smartpay Anywhere.
- 10.4 The indemnities (meaning, in plain English, a reimbursement of 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.
- 10.5 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.

11. 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.

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 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.
- 12.3 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.
- 12.4 Your data shall be available to download for a period of thirty (30) days from the date of termination of this additional service. After this date, your data will not be recoverable from the Smartpay Anywhere.

13. After the end of this additional service

- 13.1 If your agreement or these additional service conditions end and you have not paid for the Smartpay Anywhere card reader, you must return the Smartpay Anywhere card reader to us.
- 13.2 You must not send us any transaction data using the Smartpay Anywhere relating to payments that take place after these additional service conditions have ended.
- 13.3 If you need to get any transaction data from us after these additional services end (either to defend a chargeback or for any other purpose), you must write to us with your request and we may charge you for each request.

13.4 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 condition 7 of these additional service conditions which will continue after these additional service conditions end.

14. 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.

15. 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 5343** 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.

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