

Sage Payments

Terms of Service

(last updated 23 May 2016)



IMPORTANT: This is an important document which you must consider carefully when choosing whether to use Sage Payments at any time. Please read the terms of this Agreement carefully before agreeing to it.

In this Agreement,

- (a) “we”, “us” and “our” mean Sage Payments (UK) Ltd;
- (b) “you” and “your” mean the individual or organisation who is registered with us to use Sage Payments; and
- (c) “Sage Payments” means the online payments service known as Sage Payments and any products and services comprising the service that we make available as part of our standard subscription offering from time to time.

In this Agreement capitalised terms have specific definitions which are set out in clause 28 or otherwise defined in the text. Please also see clause 28 for further information on how to interpret this Agreement.

1. How this Agreement works and what it covers

- 1.1. This Agreement sets out the terms and conditions between us and you for the provision of the Sage Payments service and is made up of your Application, the Key Service Information, these terms and conditions and our [Privacy Policy](#) (as updated by us from time to time). In the event of a conflict between a provision of these terms and conditions and a provision of any other document forming the Agreement, these terms and conditions will prevail to the extent of the conflict only.
- 1.2. Subject to clauses 1.3 and 1.4 below, we reserve the right to change the terms and conditions of this Agreement at any time on giving to you at least 2 months prior written notice (including by email, a notification on Sage Payments or a notification on our Website) of the proposed changes. If you do not agree to any changes we propose to make you must, before the proposed effective date of the changes, notify us in writing and this Agreement will then terminate immediately, without you incurring any additional charge for the termination, and the provisions of clause 23 will apply. Unless we receive such notification from you, you will be deemed to have accepted the changes.
- 1.3. We reserve the right to change the terms and conditions of this Agreement on giving less than 2 months’ prior written notice where a change is required by law or regulation. In such cases, we will give as much notice as possible prior to the change becoming effective. We also reserve the right to change the terms and conditions of this Agreement at any time without notice where a change relates to the addition of a new service or extra functionality and does not change the terms and conditions relating to existing services. In such cases, an updated version of this Agreement will be published on our Website and the change will be effective immediately.
- 1.4. We reserve the right to change our [Privacy Policy](#) at any time, the most recent version can be accessed on our Website. We will make reasonable efforts to communicate any changes to you via a notification on our Website or by sending an email to your user address but it is up to you to ensure that you regularly check and read the most recent version of our Privacy Policy as you will be deemed to accept all changes if you continue to access Sage Payments.

2. Who this Agreement is between

- 2.1. This Agreement is between you and us and applies to your use of Sage Payments. Sage Payments is provided by Sage Payments (UK) Ltd. Sage Payments (UK) Ltd is a limited company registered in England and Wales under company number 08586408 with its registered office address at North Park, Newcastle upon Tyne, NE13 9AA. Our VAT number is GB555909605. Sage Payments (UK) Ltd is authorised by the Financial Conduct Authority under

the Electronic Money Regulations 2011 (Register Reference: 900180) for the issuing of electronic money.

- 2.2. By entering into this Agreement, we both agree to be bound by and keep to it.

3. How you indicate that you accept this Agreement

- 3.1. You indicate that you accept this Agreement by ticking a box or clicking on a button when asked to confirm this during the Sage Payments online application process at which time this Agreement is displayed to you, or by using Sage Payments (or any part of it).
- 3.2. If you do not accept this Agreement, you should contact us immediately and you will not be able to use Sage Payments.
- 3.3. When you submit your application for Sage Payments online, the steps you must take to conclude the Agreement with us are:
 - (a) You will need to create a Sage ID account (or use an existing Sage ID account) and log in with your allocated password.
 - (b) Enter the requested information and select your preferred Monthly Plan (see clause 13 for further details).
 - (c) Check service information – please note that the information we provide is not a contractual offer. This means that we reserve the right to correct any errors in information we have provided during the application process without any liability to you.
 - (d) Make sure you read and understand the terms of this Agreement – you will be asked to accept these terms online.
 - (e) Review your application – you can identify and correct any errors in your application before you submit it by using the “back” button on your browser and reviewing and correcting the information you have input as necessary.
 - (f) Submit your application.
 - (g) Where required, provide us with any additional paper documentation we require.
 - (h) Wait for us to confirm if we accept your application – we will approve applications in writing by email. Please note that we are entitled to refuse to accept any application for any reason. If that happens, we will let you know as soon as we can.
- 3.4. We will not file the concluded Agreement between us online, so you should print out and keep a copy of this Agreement for your own records. A copy of these terms and conditions and our Privacy Policy will be provided to you in the welcome email we send to you if your application is successful and is available at all times on our Website (typically located in the ‘Legal’ pages).
- 3.5. This Agreement may only be concluded in English.
- 3.6. This Agreement will commence on the Commencement Date and will continue until terminated in accordance with the terms of this Agreement.

4. About us

- 4.1. Our main business is the issuance of E-Money and the provision of payment services closely related to the issuance of E-Money. A description of the main characteristics of the Sage Payments service is set out on our Website. Sage Payments allows you to make payments to third parties using the Balance in your Sage Payments account which is funded from your bank account. The terms “E-Money” and “funds” are used interchangeably in this Agreement. A reference to a payment made via Sage Payments refers to an E-Money payment.
- 4.2. You can contact us at our registered office address: Sage Payments (UK) Ltd, North Park, Newcastle upon Tyne, NE13 9AA or as described in clause 14 (below).

5. Minimum requirements

- 5.1. In order to use Sage Payments, you must:
- successfully complete our application process (see clause 6 below); and
 - have an active licence (perpetual or subscription) to use a Sage Eligible Product.
- 5.2. In addition, because Sage Payments is a service which integrates with your Sage Eligible Product, some features of Sage Payments are only accessible if you have an active licence to use certain modules of your Sage Eligible Product as notified by us from time to time. If you are a Sage 50 Accounts Essentials or Sage 50 Accounts customer and you wish to make International Payments using Sage Payments you must have an active licence to use the Sage 50 Foreign Trader Module. Please see our Website for more information.

6. Application process

- 6.1. In order to use Sage Payments you must first apply for a Sage Payments account and successfully complete our application process (as notified to you by us from time to time), including fully completing any account activation steps that we ask you to complete. Further information about our application process can be found on our Website.
- 6.2. By submitting an application for a Sage Payments account, you and (where applicable) your Representative are representing that:
- the Representative (if applicable) is authorised to submit the application on your behalf;
 - you and your Representative (as applicable) meet the eligibility criteria (see clause 6.3 below); and
 - the information in your application is true, accurate and not misleading.
- 6.3. You must at all times meet the following eligibility criteria:
- you are a business that is domiciled in the UK or if you are a sole trader, you are resident in the UK and you or your business (as applicable) is not, and/or does not carry on, Excluded Business;
 - if you are an individual, you are at least 18 years of age;
 - you will use Sage Payments for your own internal business purposes only;
 - you are not acting on behalf of, or for the benefit of anyone else; and
 - you have full legal capacity to enter into this Agreement;
- as well as any other eligibility criteria we specify from time to time. If your Representative submits an application on your behalf, your Representative must also be at least 18 years of age.
- 6.4. When you submit your application for a Sage Payments account, this constitutes an offer from you to us, which is subject to our approval and acceptance. We reserve the right to reject your application for any reason at any time. We only accept your offer when we send you a welcome email (see clause 6.10 below). Any other communications from us to you prior to this welcome email are merely acknowledgements of your offer and do not constitute any acceptance of your offer.
- 6.5. Your application will be accepted only if you complete such Know Your Customer (KYC) and Know Your Business (KYB) checks as we may specify. Such checks will be performed in respect of you, your business and any other individuals associated with your business who are named in your application (such as your Representative, any directors or partners and any beneficial owners) and any individuals who may subsequently be associated with your account at a later date. You acknowledge that we may undertake a search with third party organisations, such as fraud prevention and credit reference agencies, for the purposes of conducting KYC and KYB checks. To do so those third party organisations may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use the details you supply in the future to assist other companies for verification purposes. A record of the search will be retained. You further acknowledge that KYC checks will leave a soft 'footprint' on the personal credit files of any individual that has been searched. These searches will not be seen by other organisations if that individual applies for credit in the future. By submitting your application you consent to the conduct of the KYC and KYB checks and declare that you have the consent of any individuals named in the application

or associated with your account to disclose their information to us and for us to use their information to conduct such checks on them.

- 6.6. For further details on how we use your information and information relating to individuals associated with your business both during and after the application process, please see our [Privacy Policy](#). You consent to us using your information and shall procure that each individual associated with your business, including each Authorised User, consents to us using their information as set out in this Agreement.
- 6.7. You agree to provide us with such information and original documents as we may request from time to time to complete KYC and KYB checks. Further details of the information and documentation we may require can be found on our Website.
- 6.8. We aim to complete our review of your application as soon as possible but timescales may vary on a case by case basis. In some cases, whilst the application process is in progress we may provide you with limited read only access to Sage Payments to allow you to familiarise yourself with the service. However, please note that any such access is granted entirely at our discretion, does not constitute acceptance of your application and we may withdraw such access at any time.
- 6.9. If we are satisfied with our initial review of your application, we will send you a unique activation code in writing. You will be required to input this code into Sage Payments to activate your account within 3 months from the date you started your application or within such other time period we notify to you. Failure to do so within this time period will result in automatic cancellation of your application.
- 6.10. If your application is successful we will send you a welcome email confirming that your application has been successful and your account is ready to use.
- 6.11. If your application is unsuccessful, we will notify you by email as soon as reasonably possible.

7. Your rights to use Sage Payments and your obligations

- 7.1. Subject to the terms of this Agreement, we give you the right to use Sage Payments in the way described in this Agreement. You must not use Sage Payments in any other way.
- 7.2. You must use Sage Payments for your own internal business purposes only, using your own business information and to undertake actions (including making payments) on your own behalf.
- 7.3. You agree to:
- pay the Fees when due in accordance with clause 13;
 - provide us with:
 - all necessary co-operation in relation to this Agreement;
 - all necessary access to such information as we may reasonably require in order to provide the Sage Payments service;
 - notify us without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of Sage Payments or any access information relating to Sage Payments;
 - take all reasonable steps to keep Sage Payments and its security features safe and confidential;
 - apply adequate security measures to protect any data or information you access via, download or print from Sage Payments;
 - comply with all applicable laws and regulations in respect of your activities under this Agreement and your use of Sage Payments. You are solely responsible for understanding and complying with any and all laws, rules and regulations that may be applicable to you in connection with your use of Sage Payments including those related to taxes or foreign currency transactions;
 - carry out your obligations under this Agreement in a timely and efficient manner;
 - ensure that Authorised Users comply with the terms of this Agreement;
 - notify us in writing of any defect or alleged defect in Sage Payments as soon as reasonably possible after you become aware of it; and
 - ensure that your network and systems comply with any systems requirements publicised by us from time to time in order for you to access Sage Payments and that you comply with any technical requirements

- required for you to access Sage Payments, including using supported browsers to access Sage Payments.
- 7.4. You agree to keep all information, procedures and processes which allow users to access and use Sage Payments safe by:
- (a) not engaging in any illegal activity;
 - (b) keeping the details of (and passwords to access) your nominated funding accounts and your Sage Payments account safe;
 - (c) not writing your Sign-in Information in a way that can be understood by anyone else;
 - (d) not choosing Sign-in Information which is easy to guess;
 - (e) ensuring your password is unique to Sage Payments;
 - (f) regularly changing your password;
 - (g) changing your password immediately if you suspect someone else knows it;
 - (h) never giving your Sign-in Information to anyone else including colleagues, family or friends;
 - (i) never sending your Sign-in information in an email;
 - (j) never accessing Sage Payments in a public place, Internet café or on an unsecure public wifi/intranet;
 - (k) always accessing Sage Payments by typing the web address in to your browser and not from a link;
 - (l) using appropriate anti-virus and anti-spyware on your computer or other devices;
 - (m) taking all reasonable steps to protect the security of the devices you use to access Sage Payments, including ensuring any mobile devices have password locks on them and not sharing your devices with other people;
 - (n) fully logging off when you have finished using Sage Payments;
 - (o) complying with all reasonable instructions we give you regarding Sage Payments; and
 - (p) complying with any other security guidance set out on our Website.
- 7.5. We reserve the right to request additional information from you, other than what is referred to in this Agreement, to allow us to comply with our anti-money laundering, fraud or other crime prevention obligations. You agree to comply with any request for further information as we reasonably require to enable us to comply with such obligations. This may include requiring you to fax, email or otherwise provide to us certain identification documents. You also agree to provide us, upon our reasonable request and at your own expense, information about your business and operations including certificates of incorporation and latest financial statements (certified or otherwise).
- 7.6. We reserve the right to carry out at any time any identity, verification or fraud or other crime prevention checks on you and your business and persons associated with your business in order to verify information provided to us or to comply with applicable law and regulation. You agree on your own behalf and duly authorised on behalf of persons associated with your business (including any Authorised Users, beneficial owners and directors or partners) that we can process personal data relating to you and those individuals to undertake such checks as we consider reasonably necessary. For further information on how we use information about you and others, please see clause 16.
- 8. Your Sage Payments account**
- Account status*
- 8.1. As part of your subscription to Sage Payments, we will provide you with access to a virtual e-wallet which allows you to transfer funds in GBP to Sage Payments and to hold a Balance for the purpose of making payments via Sage Payments only. Your account is not a real or physical bank account, but is a reporting or reconciliation tool which allows us to virtually segregate your funds and offer you the ability to fund your account and make payments. Any funds you transfer to Sage Payments are held by us on trust in a designated client funds account, which is held in the name of Sage Payments (UK) Ltd with our Banking Provider.
- 8.2. Please note that any funds in your account are E-money, which does not qualify as a deposit. Funds held in your account will not accrue interest. **The Financial Services Compensation Scheme (FSCS) does not apply to us, Sage Payments or your Sage Payments account and the balance of your account is not insured by any other government agency.**
- Account access*
- 8.3. We will give you and/or allow you to set your Sign-in Information (as applicable) once you have registered with us. It is important that you and your Authorised Users keep the Sign-in Information secure and confidential at all times and do not allow any other person access to the Sign-in Information.
- 8.4. You are responsible for any activity on your Sage Payments account performed using the Sign-in Information. We shall be entitled to rely on any Payment Instructions received using your Sign-in Information as if they were received from you, without conducting any further checks as to the identity of the person making the instruction.
- 8.5. If you suspect at any time that someone has used or tried to use your Sign-in Information or your account without your permission, you should immediately notify us (see clause 9.34 below on how to do this).
- Authorised Users*
- 8.6. When your account is opened, you or (if applicable) your Representative will be automatically assigned Account Administrator and Account Approver status. If you wish to amend these default settings, your Account Administrator can do so in Sage Payments.
- 8.7. You may subsequently set up one or more Authorised Users in Sage Payments. Authorised Users can perform actions on your Sage Payments account according to their permissions as follows:
- (a) **Account Administrator:** has permission to administer your Sage Payments account including to amend account details and Authorised User permissions. The Account Administrator is the key contact for your Sage Payments account and you hereby authorise us to liaise with the Account Administrator on all matters relating to your Sage Payments Account.
 - (b) **Account Approver:** has permission to approve payees and authorise payment instructions.
 - (c) **Basic User:** has permission to submit payees and payment instructions for authorisation by an Account Approver.
- 8.8. If you are an incorporated business we recommend that you do not allocate the role of Account Approver to the Account Administrator or the Basic User and instead allocate the Account Approver role to a separate individual within your business. This ensures that the Account Administrator and the Basic User cannot both create and approve payment instructions. When an Authorised User is appointed, you confirm that the Authorised User is authorised by you to use Sage Payments according to the applicable permission level. You are responsible for all instructions, actions or omissions by an Authorised User, and we will treat any instruction given, action taken or omission made by any Authorised User as being your instruction, action or omission. You will ensure that each Authorised User takes all actions required under this Agreement and does not do anything that is not permitted under this Agreement.
- 8.9. We recommend that you carefully consider the suitability of any individuals who are permitted access to your Sage Payments account and of the permissions set for each Authorised User. You can manage Authorised Users' access to your account at any time by logging into your account and accessing the settings section. You should ensure that you maintain regular oversight of use of your Sage Payments account by any Authorised User. You should immediately disable any Authorised User's access when they are no longer part of your business or their permission status changes.
- 8.10. We reserve the right to monitor your account usage for security and legal and regulatory purposes and to contact you at any time to request further information as we feel reasonably necessary to satisfy ourselves that the account is being used in accordance with this Agreement and applicable law. Additionally, we reserve the right to suspend all or part of your account in accordance with clause 15 below.
- Amending your account details*
- 8.11. You must ensure that your account information is accurate and up to date at all times and you must immediately notify us of any changes to your account details including changes to your name, registered address, your contact details, or changes in individuals associated with your business such as Authorised Users, directors or partners. To assist you,

we will provide you with self-service functionality in Sage Payments which allows you to make certain changes to your account online, such as changing your Authorised Users, subject to the limitations we impose from time to time. For any other changes, please contact us.

- 8.12. If you make changes to your Authorised Users or to the details relating to your business or any individuals connected with your business, we may undertake further verification checks in respect of you, your business, any new individuals or individuals whose details have been amended. Please see clause 16 for further information on how we use information about you and others.

9. Making Payments (Domestic and International)

Overview

- 9.1. Sage Payments allows you to make both Domestic and International Payments. For a full description of the service please see our Website.

Payee management

- 9.2. Sage Payments allows you to send payments to your nominated payees. All payees must be Approved by an Account Approver and are subject to our validation before you can send payments to those payees.
- 9.3. In order to manage our risk and to comply with our legal obligations we will undertake checks on payee information you provide to us as part of our validation process. This is neither a review of nor a representation by us as to the commercial dealings, character or reputation of those payees. However, in some circumstances we may be unable to validate certain payees and you will be unable to make payments to those payees using Sage Payments.

Account funding

- 9.4. In order to make payments, you must first credit your Sage Payments account with sufficient funds to cover any payments you wish to make. This is a transaction which you must perform using your own bank account services and the account reference details we give you for your Sage Payments account. Sage Payments accepts no responsibility and is not liable for any third party bank services which you use to send funds to your Sage Payments account.
- 9.5. Funds may only be sent to your account electronically from one of your nominated funding accounts which you nominated during the application process (or which you have subsequently registered with us). Nominated funding accounts must have a UK sort code and account number. Any funds incoming into your account from any other source may be rejected, suspended pending further investigation or returned to you.
- 9.6. Upon receipt of funds in GBP we will apply the funds to your account and make them available to you promptly. It is your responsibility to ensure that there are sufficient funds in your Sage Payments account to cover any payments you wish to make. You should therefore check with your own bank the method used to send funds in order to ensure that funds are likely to be credited to your Sage Payments account in good time to enable you to make payments. Please note payments will not be executed if there are not sufficient funds in your account to cover the payment (see clause 9.17 below).
- 9.7. If we receive funds for you in a non-GBP currency, we will use our Banking Provider's reference exchange rate for that currency and automatically convert the currency into GBP and credit the GBP amount to your account. Please note however that where funds have not been sent from one of your nominated funding accounts as set out in clause 9.5 above, they may be placed on hold pending further investigation or returned to you. Any funds returned to you will be re-converted back into the original incoming currency at our Banking Provider's reference exchange rate.
- 9.8. You can check your current Sage Payments account balance by logging into your Sage Payments account at any time.
- 9.9. Please note we do not offer credit facilities and if your account goes into debit at any time for any reason, you must immediately credit an amount to your account to remove the debit balance.
- 9.10. We grant you permission to use your account for the purposes of making payments via Sage Payments only. We reserve the right to require you to immediately reduce any Balance in your Sage Payments account or we may initiate a

return of funds back to one of your nominated funding accounts at any time if we do not consider that you are using your account in accordance with this Agreement.

- 9.11. You may redeem all or part of your Balance at any time by using the functionality in Sage Payments to return funds to your nominated bank account.

Payment Instructions and execution

- 9.12. You can send us a Payment Instruction by following the steps set out in Sage Payments. In order for us to properly execute a Payment Instruction, you must provide us with the information we require to properly execute that Payment Instruction including:

- (a) For Domestic Payments:
- (i) the payee's Faster Payments enabled sort code and account number; and
 - (ii) the payee's full name and address.
- (b) For International Payments:
- (i) the payee's IBAN (International Bank Account Number);
 - (ii) the payee's full name and address;
 - (iii) the payee's bank name and address including as applicable the BIC (Banking Identifier Code), the SWIFT code or national clearing code,

and such other information we require from you from time to time.

If you fail to provide this information or the information you provide is incorrect, it could result in the payment transaction not being processed, being delayed or the funds transferred being lost; so please take care to ensure that the information you provide to us is accurate and complete.

- 9.13. We shall consider any Payment Instruction to be authorised by you where:

- (a) Sage Payments has been accessed using the correct Sign-in Information; and
- (b) the Account Approver has Approved the Payment Instruction.

The Account Approver will be shown details of the amount of the payment, and the sort code and account number of the payee when asked to Approve the payment. Any payment instructions which are not Approved will not be executed. You warrant that your Account Approver(s) have the necessary authority to authorise payment instructions on your behalf. By giving us any Payment Instruction via Sage Payments, you consent to the execution of that Payment Instruction.

- 9.14. We will be deemed to have received a Payment Instruction from you at the time that the Payment Instruction is actually received by us, unless any of the following conditions apply:

- (a) if the Payment Instruction is received by us on any day that is not a Business Day, then we will be deemed to have received it on the following Business Day;
- (b) if the Payment Instruction is received by us after 4.30pm, then we will be deemed to have received it on the following Business Day;
- (c) if the Payment Instruction relates to an International Payment and is received by us after our cut off time for the relevant currency (please see our International Payment cut off times on our Website), then we will be deemed to have received it on the following Business Day; and
- (d) if the Payment Instruction is for execution on a specific future day (referred to in these terms as a "future dated Payment Instruction"), then we will be deemed to have received it on the specified execution day unless that day is not a Business Day in which case we will be deemed to have received it on the following Business Day.

- 9.15. Subject to clauses 9.14 and 9.17, we will execute a valid Payment Instruction made by you through your Sage Payments account so that the payment reaches the payment service provider of the payee:

- (a) for a GBP payment to a UK bank account: no later than the end of the Business Day after we received your valid Payment Instruction;
- (b) for a Euro payment to an EEA state bank account (including the UK): no later than the end of the Business Day after the Business Day on which we received your valid Payment Instruction; and
- (c) for payments in any other EEA currencies that we support to an EEA state bank account (including the UK): no later than the end of the fourth

Business Day after the Business Day on which we received your valid Payment Instruction.

For payments outside the EEA and/or in non-EEA currencies, we have no control over how long this may take as this will depend on local banking practices of the relevant country.

9.16. You authorise us to comply with all instructions given via Sage Payments. We reserve the right to act upon any such instruction immediately and without further enquiry, unless we have cause to be suspicious as to the nature and/or content of the instruction.

9.17. We are under no obligation to execute, and we reserve the right to refuse to execute, any Payment Instruction if:

- (a) you do not have sufficient cleared funds in your account to cover the relevant payment transaction;
- (b) you have exceeded or will exceed your maximum transaction value limit(s) on your account (see clause 9.21 below);
- (c) any condition set out in this Agreement has not been fulfilled;
- (d) you are in breach of any term of this Agreement;
- (e) you have failed to pay any Fees due to us at any time;
- (f) we believe it to be necessary to comply with applicable law or regulation;
- (g) we believe or suspect the transaction may compromise our security measures or it may place us in breach of any law or regulation or it relates to fraud or any other criminal act;
- (h) we are delayed or prevented from doing so as a result of any causes beyond our reasonable control (such causes shall include acts of God, governmental actions, war or national emergency, acts of terrorism, civil unrest, strikes, industrial action, postal delays or technical failures, problems or delays affecting third party suppliers including those we use to help us process payments);
- (i) an application is made to court or an order is made for the appointment of an administrator or an administrator is appointed in respect of your business or you become unable to pay your debts as they fall due, admit your inability to pay your debts as they fall due or become insolvent or bankrupt; or
- (j) you have participated in Unacceptable Conduct (see clause 18.2 below),

and we will not be liable for any resultant loss or damages incurred as a result of our refusal to execute any such Payment Instruction.

9.18. If we decline any Payment Instruction we will, where reasonably possible (and where we are not prevented from doing so by law or regulation), tell you why the Payment Instruction was declined as soon as we can and in any event no later than the end of the next Business Day after we received your Payment Instruction. If the reason that we declined your Payment Instruction was as a result of factual inaccuracies in the information you provided to us, we will work with you, where reasonably possible, to assist you in correcting any factual errors in the information you provided to us.

9.19. You agree to comply with all applicable laws and regulations when using Sage Payments, issuing Payment Instructions to us and when making payments; for example, you must not send payments to sanctioned individuals or entities.

Payment prioritisation

9.20. If you issue more than one Payment Instruction, Sage Payments prioritises your Payment Instructions in the date and time order they were Approved by your Account Approver. If there are insufficient funds in your Sage Payments account to cover a particular Payment Instruction, Sage Payments will continue to search for other Payment Instructions that can be processed according to the balance in your Sage Payments account in date and time order of approval. If more than one payment transaction was Approved at exactly the same time, Sage Payments will process the payment transactions according to the dates on which the payment transactions were received by Sage Payments from your Sage Eligible Product. Sage Payments will then continue to process payments in this way based on the remaining balance in your Sage Payments account. For further information on payment prioritisation, please see our Payment Processing Guide.

Payment limits and reviews

9.21. We reserve the right to, in our absolute discretion, set limits from time to time in respect of the maximum value of an individual payment transaction and the maximum aggregate value of all payment transactions made from your account in a certain time period e.g. during any one Business Day. Our current limits are set out in our Payment Processing Guide. Any Payment Instruction which exceeds such limits will be rejected.

9.22. To manage our risk, we also apply internal controls, including limits, to certain types of payment. We change these as necessary but for security purposes, we do not disclose them.

Revocation, cancellation or amendment of Payment Instructions

9.23. Subject to clause 9.25 below, once your Payment Instruction has been submitted to us, you may not revoke, cancel or amend it or otherwise withdraw your consent to the execution of the payment transaction, and we are under no obligation to revoke, cancel or amend any Payment Instruction but we will make reasonable efforts to act on any such request that you make to us.

9.24. If after executing a Payment Instruction you notify us of an error in the details you provided to us, we will make reasonable efforts to recover the funds involved in the payment transaction.

9.25. You may cancel a future dated Payment Instruction provided that you do so before 4.30pm on the Business Day which falls on the day before the intended date of execution. In order to cancel a future dated Payment Instruction you must contact us to submit a cancellation request.

Returned payments

9.26. Should the payee's bank be unable to apply any payment (for example, because the payee's account is no longer open) and the payment is returned to us, the payment will be re-credited to your Balance on receipt.

9.27. Please note that where a payment transaction is returned, you will still be charged for this payment transaction and it will, where applicable, count towards your Monthly Payments Allowance.

Account information

9.28. You can check your current Balance by logging into your Sage Payments account.

9.29. You can access details of your transaction history and other information relating to your account by logging into Sage Payments and accessing the transaction history section.

9.30. You agree to review your transactions through your transaction history instead of receiving periodic statements by post or email. The way in which we provide the transaction information will allow you to store and reproduce the information unchanged, for example by printing a copy.

9.31. You will also be able to access your invoices detailing fees and charges incurred by logging into your Sage Payments account (see clause 13 for further information on Fees).

9.32. We will use reasonable endeavours to ensure that any account or other information available through Sage Payments is accurate and up to date but you acknowledge that such information is for reference purposes only and should not be relied upon as representing the accurate or up to date position at any time.

9.33. You agree that our records of instructions and authorisations received and payments or transactions completed will, in the absence of any obvious error, be conclusive evidence of such instructions, authorisations, payments and transactions.

Errors and unauthorised transactions

9.34. It is important that you immediately notify us if you have reason to believe any of the following activities have occurred in relation to your account:

- (a) there has been an unauthorised transaction sent from your account; or
- (b) there has been unauthorised access to your account; or
- (c) your password or Sign-in Information or other security information regarding your account has been compromised; or
- (d) there is any other error or unauthorised activity on your account

("unauthorised access"). If you need to contact us outside of standard support hours (see clause 14) please send us an email to fraud@sagepayments.co.uk.

We therefore strongly recommend that you monitor your account on a regular basis so you are able to identify and report any unauthorised access to us immediately. We will retain records of any such notifications that we have received from you, and will make such records available to you upon request, for a period of 18 months following such notification.

- 9.35. Following any report of unauthorised access, we will promptly investigate the incident and take such action as we consider appropriate in the circumstances including where we consider necessary suspending access to your Sage Payments account in accordance with clause 15. We may ask you to confirm details of the incident in writing and to provide us with other information to help in our investigation and you agree to co-operate with us and where necessary the police or other law enforcement agencies in relation to any investigation.
- 9.36. We will hold you liable for any unauthorised transactions and unauthorised use of your account if we have evidence that you (or any of your employees, representatives or agents (including any Authorised User) have intentionally or through gross negligence failed to comply with the terms of this Agreement or have acted fraudulently. Where you have failed to keep your Sign-in Information safe (as described in clause 8.3) and there is no evidence to suggest that you have acted fraudulently, you will be liable up to a maximum of £50 for any unauthorised transactions and unauthorised use of your account arising before you have notified us under clause 9.34. If you report an unauthorised transaction to us and in our reasonable opinion there is no evidence to suggest fault on your part or that of your representatives, employees or agents (including any Authorised User), we will promptly reimburse you (by crediting the relevant amount back to your Balance) for the unauthorised transaction sent from your account provided that you have informed us of the unauthorised transaction without undue delay and in any event within 13 months after the relevant transaction debit date.

Incorrect payments

- 9.37. If we discover an error in our processing of your Payment Instruction, we will seek to rectify that error as soon as reasonably possible including, upon request, promptly making efforts to trace the payment. Subject to clause 9.38 below, if we do not execute or incorrectly execute a Payment Instruction, we will be liable to refund you for that non-executed or incorrectly executed Payment Instruction together with any charges you are responsible for and any interest you are liable to pay as a direct result of the non-execution or defective execution of the Payment Instruction in question, unless through no fault of our own you did not have sufficient available cleared funds to complete the transaction, or unforeseen circumstances beyond our control prevented the transaction despite our reasonable precautions.
- 9.38. Notwithstanding any other provision of this Agreement, we will not be liable to you for the non-execution or defective execution of a Payment Instruction if you have failed to notify us of such non-executed or incorrectly executed Payment Instruction without undue delay and in any event within 13 months after the relevant transaction debit date.

10. International Payments

- 10.1. Sage Payments allows you to make International Payments in Supported Currencies and to Supported Countries. International Payments in currencies other than GBP will be subject to conversion into the relevant currency at an agreed exchange rate prior to execution.
- 10.2. Our current list of Supported Currencies, Supported Countries and execution times for International Payments can be found on our Website.
- 10.3. Our exchange rates are revised at the beginning of each Business Day and, subject to clause 10.5, such exchange rates shall apply to any International Payment where the Payment Instruction is received prior to the calculation of exchange rates at the beginning of the following Business Day. You can view our latest exchange rate information by logging into Sage Payments.
- 10.4. Our exchange rates are calculated with reference to the interbank rate (the rate at which banks and large financial

institutions trade with each other) which is adjusted regularly based on market conditions and a spread (the difference between the interbank rate and the rate we charge you).

- 10.5. International Payments will be effected at the applicable exchange rate at the time you Approve your Payment Instruction. If your Sage Payments account is not in sufficient funds to cover the payment detailed in your Payment Instruction at the time you Approve it, you will need to re-Approve and submit the Payment Instruction when sufficient funds are available and the exchange rate applicable at the time the Payment Instruction is re-Approved will then apply. If your Payment Instruction is rejected for any reason, you will need to create and submit a new Payment Instruction.
- 10.6. Confirmation of the exchange rate applicable to your transaction will be displayed to the Approver when they are asked to Approve the payment instruction. By submitting a Payment Instruction for an International Payment to us, you are agreeing to the currency conversion on the basis of the exchange rate.
- 10.7. In the event of foreign exchange market volatility, we reserve the right to withdraw one or more currencies from our International Payments service for as long as we consider reasonably necessary. If we do this, we will provide notice via the Sage Payments service.
- 10.8. Please note that because our exchange rates are updated at the beginning of each Business Day, any future dated International Payments may only be Approved by an Account Approver on or after the intended date of execution and cannot be Approved in advance.

11. Sage Eligible Product Integration

- 11.1. Sage Payments offers an online integrated payments experience with your Sage Eligible Product by allowing you to manage payment transactions and reconcile those transactions back to your software product as further described on our Website.
- 11.2. Your Sage Eligible Product is licensed to you by Sage (UK) Ltd and your right to use your Sage Eligible Product is the subject of a separate contract between you and Sage (UK) Ltd. Please contact Sage (UK) Ltd directly if you have any questions relating to your Sage Eligible Product.
- 11.3. Where applicable, you may link one or more Sage Eligible Product data sets with your Sage Payments account provided that the data set relates to the same one legal entity or business as the Sage Payments account. You may not use a Sage Payments account to make payments on behalf of any other legal entity or business even if that entity or business is owned by or in some other way connected to you or is part of your business' group.

12. Promotional offers

- 12.1. We may (where advertised) offer you a period of free subscription or a number of free payment transactions or other similar promotions when you sign up to or use certain aspects of Sage Payments ("Promotional Offer"). Promotional Offers are available for the period of time and subject to the terms we advertise on our Website or in our promotional literature relating to the Promotional Offer from time to time.
- 12.2. You will be liable to and agree to pay us for any usage of Sage Payments outside of the terms of the Promotional Offer or in excess of any limits we impose in relation to the Promotional Offer (such as limits on the maximum number of payments you can make during the promotional period) in accordance with our standard fees and payment terms (see clause 13 below).
- 12.3. At the end of any Promotional Offer your subscription to Sage Payments will automatically continue on your selected Monthly Plan and subject to standard charges (see clause 13 below) unless you notify us that you wish to cancel your subscription in accordance with clause 23.
- 12.4. We reserve the right to withdraw any Promotional Offer at any time in our absolute discretion.

13. Fees and payment

- 13.1. Sage Payments is available on a range of Monthly Plans, which provide you with an associated Monthly Payments Allowance. International Payments are not included in Monthly Plans and are chargeable in addition on a per transaction basis. Any payment transactions made in excess of your Monthly Payments Allowance are chargeable

- in addition to the Monthly Plan fees on a per transaction basis.
- 13.2. Other fees may also be chargeable as set out in our Fees Schedule. Details of all applicable Fees can be found in our Fees Schedule.
- 13.3. You will be asked to select your preferred Monthly Plan during the application process. You can request to change your Monthly Plan at any time by contacting our customer services team. Any changes to your Monthly Plan must be approved by us and if approved will take effect at the beginning of the month following the month in which you notified us of your change request.
- 13.4. Payment transactions are chargeable and, where applicable, will be deducted from your Monthly Payments Allowance once your Payment Instruction is accepted by us and issued for processing. This means that if your payment transaction is subsequently returned for any reason, you will still be charged for the payment transaction.
- 13.5. You agree to pay the Fees to us as follows:
- Monthly Plan fees: monthly in advance;
 - Pro rata Monthly Plan fees for customers joining mid-month (see clause 13.6): in arrears; and
 - Any additional fees or charges including for International Payments and any payment transactions outside of your Monthly Payments Allowance: monthly in arrears.
- You agree to pay the Fees directly to us via monthly Direct Debit or any different payment method which we may notify to you from time to time, until either you or we terminate this Agreement in one of the ways set out in clause 23.
- 13.6. If your Sage Payments account is activated part way through a month (or any relevant Promotional Offer which applies to you expires part way through a month) (as applicable) you will be charged a pro rata portion of your Monthly Plan fee for the remainder of that month in arrears. Such charges will be added to your next monthly invoice. You will also be liable to pay additional fees for any transactions outside of your Monthly Payments Allowance or for any International Payments made during your first month (or after expiry of any relevant Promotional Offer) (as applicable).
- 13.7. If at any time we charge you an incorrect price, we reserve the right to rectify our invoice and claim payment from you for the correct amount which you agree to pay. If we have overcharged you, we will reimburse you for the amount by which you have been overcharged.
- 13.8. If you fail to pay any amount payable by you under this Agreement, we reserve the right to exercise our legal right to claim interest under any applicable law or statute including the Late Payment of Commercial Debts (Interest) Act 1998 and subsidiary legislation (as amended from time to time) together with compensation for debt recovery costs.
- 13.9. Fees are exclusive of VAT or other sales tax which, if applicable, is payable by you in addition.
- 13.10. All invoices will be issued in and all payments are due in GBP or such other currency we accept from time to time.
- 13.11. We may raise and issue invoices electronically to you and you hereby consent to receive electronic invoices from us including via Sage Payments.
- 13.12. We reserve the right to change the Fees at any time on giving to you at least 2 months prior written notice (including by email, a notification on Sage Payments or a notification on our Website) of the proposed changes. If you do not agree to any changes we propose to make you must, before the proposed effective date of the changes, notify us in writing and this Agreement will then terminate immediately, without you incurring any additional charge for the termination, and the provisions of clause 23 will apply. Unless we receive such notification from you, you will be deemed to have accepted the changes.
- 13.13. Please note that our Fees do not include any third party charges that may be applicable to your payment transaction including (where applicable) your own bank's fees, payee or beneficiary bank fees, returned payment charges, or foreign exchange currency conversion on returned International Payments. We are not liable for any third party fees including any fees or commissions charged by any payee or intermediary bank. You are responsible for arranging settlement of any such third party fees.
- 13.14. If we are forced to take legal action against you to recover overdue Fees, we reserve the right to claim all costs and disbursements incurred by us from you.

14. Support

- 14.1. During the period of your subscription, we aim to provide you with support between 8.00am-6.00pm Monday to Fridays excluding UK Bank Holidays covering problems you may have using Sage Payments (although there may be times where we are unable to do this for reasons outside our control). You can call us for support on **0845 111 5555**. We will also provide you with an emergency out of hours service for the reporting of any suspected unauthorised access to your Sage Payments account as described in clause 9.34. You can use this service outside of our standard support hours (8.00am-6.00pm Monday to Fridays excluding UK Bank Holidays) by sending an email to fraud@sagepayments.co.uk.
- 14.2. We may at our discretion provide support by telephone, email, self-help online support or other means as described on our Website.
- 14.3. When you contact us by telephone, we use:
- call recording software and may record your call for security and training purposes and for other purposes which help us to provide high quality services, including to keep a record of the support provided to you; and
 - caller recognition technology to deal with your call in the most efficient way. Please ensure you do not withhold your telephone number if you would like us to prioritise your call in this way.
- 14.4. We will not at any time give you technical support or other assistance for any hardware, third-party software, services or other equipment used with Sage Payments. Support for any issues relating to your Sage Eligible Product is provided separately under your Sage Eligible Product licence. Please contact Sage (UK) Ltd with any queries.
- ## 15. Suspending access to Sage Payments
- 15.1. We reserve the right to suspend or limit your access to all or part of Sage Payments at any time:
- on reasonable grounds relating to:
 - the security of Sage Payments; or
 - suspected unauthorised or fraudulent use of Sage Payments.
 - to comply with applicable law or regulation.
- 15.2. We aim to provide you with prior notice of any suspension including reasons for the suspension. If we are unable to provide you with notice of suspension in advance, we will provide you with such notice immediately after suspension has occurred. We reserve the right not to provide you with notice of a suspension where such notice would compromise reasonable security measures or if we are prevented from doing so by applicable law or regulation or by unforeseen circumstances outside our control. We will usually contact you by telephone in the first instance followed by email or other written notice if we are unable to speak to you. Please see clause 24 below for further details on how we may contact you.
- 15.3. Any suspension or limitation of your access to Sage Payments will continue until such time as the issue in question has been remedied to our reasonable satisfaction.
- ## 16. Your information and personal data
- 16.1. We will use any information you provide to us or that we collect in connection with this Agreement or Sage Payments including during the application process (whether your application is successful or not) as described in our [Privacy Policy](#) and in particular to:
- perform KYC and KYB verification and other checks as described in this Agreement;
 - compare information for accuracy and to verify it with third parties;
 - detect, prevent and/or remediate money laundering, fraud or other potentially illegal or prohibited activities;
 - provide, manage and administer your and any Authorised User's use of Sage Payments;
 - fulfil our contractual obligations under this Agreement;
 - liaise with regulators, banks, law enforcement agencies (including the police);
 - contact you or an Authorised User to see if you or they would like to take part in our customer research;
 - contact you or an Authorised User about other products and services which we think you will be interested in;

- (i) deliver targeted advertising, marketing (including in-product messaging) or information to you or an Authorised User which may be useful to you or that Authorised User, based on use of Sage Payments; and
 - (j) otherwise in accordance with our [Privacy Policy](#)
- 16.2. We may disclose such information to other companies in the Sage group of companies, our contractors, and other organisations including we may disclose information to:
- (a) Sage (UK) Ltd (our parent company);
 - (b) The Sage Group plc. (our group parent company);
 - (c) organisations which we use to help us send communications;
 - (d) organisations we use to help us provide Sage Payments (such as hosting providers, payment processing providers and others that help us process your payments, including our Banking Provider and their sub-contractors);
 - (e) credit reference, fraud prevention and law enforcement agencies;
 - (f) our regulator, The Financial Conduct Authority; and
 - (g) any other person in order to meet our legal and regulatory obligations, including statutory or regulatory reporting.
- 16.3. If at any time you do not want us to use your personal data for customer research or marketing purposes, please contact us.
- 16.4. We may also use information that we receive pursuant to this Agreement to undertake internal testing of our system to test and improve the security, performance and provision of Sage Payments under this Agreement. In these circumstances, we would anonymise any information used for such testing purposes.
- 16.5. You own any data you input into Sage Payments and you have sole responsibility for its legality, reliability, integrity, accuracy and quality.
- 16.6. To the extent that we process any personal data on your behalf as a data processor in providing Sage Payments (such as payee data you provide to us for making payments), we will only process such personal data in accordance with your instructions (and you hereby instruct us to take such steps in the processing of personal data on your behalf as are necessary for the provision of Sage Payments under this Agreement and the performance of our obligations under this Agreement).
- 16.7. You warrant and represent that:
- (a) you will comply with the Data Protection Laws;
 - (b) you are authorised pursuant to the Data Protection Laws to disclose any personal data which you disclose or otherwise provide to us regarding persons other than yourself (including your beneficial owners, directors or partners and payees);
 - (c) you will where required under the Data Protection Laws obtain all necessary consents in order for (i) you to disclose the personal data to us; (ii) us to process the personal data for the purposes of providing Sage Payments; (iii) us to disclose the personal data to those parties set out in clause 16.2 including where the recipients of the personal data are outside the European Economic Area.
- 16.8. We warrant and represent that during the term of this Agreement we will:
- (a) comply with the Data Protection Laws applicable to us;
 - (b) (having regard to the state of technological development and the cost of implementing any measures), take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected; and
 - (c) take reasonable steps to ensure the reliability of our employees who have access to any personal data.
- 16.9. You consent to us using your information and shall procure that each Authorised User consents to us using their information as set out in this clause 16.
- 16.10. You acknowledge and agree that for the purposes of providing Sage Payments under this Agreement personal data may be transferred outside the European Economic

Area for example, where we use service providers based outside the European Economic Area and for the purposes of making International Payments. By using Sage Payments, you hereby consent to the transfer of personal data outside the European Economic Area. Please see our [Privacy Policy](#) for further information.

17. Availability of Sage Payments

- 17.1. Sage Payments is an online service; you are solely responsible for obtaining and maintaining your internet and network connections to access Sage Payments and any associated problems are your responsibility.
- 17.2. We will take reasonable steps to make sure that Sage Payments is free from viruses but we cannot guarantee this. We recommend that you use your own virus-protection software as we will not be responsible for any loss or damage caused by any viruses or other harmful technology that may infect your computer systems, data or other material owned by you.
- 17.3. We cannot guarantee that Sage Payments will be compatible with your web browser or computer set-up or that your access to Sage Payments will be uninterrupted or error free (this may be beyond our control).
- 17.4. From time to time access to Sage Payments may be temporarily unavailable due to maintenance, repairs or other reasons. We will try to do this outside normal business hours and provide advance notice but this might not always be possible.

18. Restrictions on your use of Sage Payments

- 18.1. The following list gives examples of things you must not do with Sage Payments:
- (a) you must not introduce any viruses or harmful technology to Sage Payments;
 - (b) you must not try to gain unauthorised access to Sage Payments or any underlying technology;
 - (c) you must not try to affect the availability of Sage Payments to our users (sometimes called 'a denial-of-service attack');
 - (d) except as expressly permitted in this Agreement, you must not give anyone else any right (of any kind) to use or benefit from Sage Payments in any way or provide Sage Payments to others. For example, you cannot use Sage Payments with someone else's information to provide a service to them;
 - (e) you may not use Sage Payments to help you develop your own software. For example, you must not use or copy all or any part of Sage Payments' 'graphical user interface', 'operating logic' or 'database structure' for it to be part of, or to develop, any software or other product or technology.
- 18.2. It is impossible to provide an exhaustive list of exactly what constitutes acceptable and unacceptable use of Sage Payments. In general, we will not tolerate any use which damages or is likely to damage our business or reputation or that of our customers, the availability or integrity of Sage Payments or which causes us or threatens to cause us to incur any legal, tax or regulatory liability. We will also not tolerate any conduct by you which is (or we reasonably deem to be) offensive, malicious, threatening, intimidating or otherwise unacceptable behaviour ("**Unacceptable Conduct**"). If we consider you have participated in any Unacceptable Conduct, we reserve the right to refuse to execute a Payment Instruction in accordance with clause 9.17.

19. Proprietary Rights

- 19.1. Although you have rights to use Sage Payments as described in this Agreement, you do not own any of the intellectual property rights in Sage Payments or any of its related branding including any logos. We (or the third party from whom we obtain our rights if we are not the owner) continue to own the intellectual property rights in Sage Payments and any related logos, including any software we provide to replace all or part of Sage Payments. The only rights you have to Sage Payments are as set out in this Agreement.
- 19.2. You undertake not to use our name, logo or brand in any promotion or marketing or any other announcement without our prior written consent.

20. Our promises relating to Sage Payments

20.1. Whilst we aim to provide uninterrupted use of Sage Payments, unfortunately we do not guarantee this. Some interruptions may be caused by unforeseen circumstances outside our control or we may be prevented from complying with this Agreement by applicable law or regulation. In such circumstances, we will not be responsible for any failure to perform our obligations in this Agreement and we will be excused from that failure for so long as those circumstances continue. For example (but without limitation), we may be delayed in executing Payment Instructions or returning E-Money to you where our Banking Provider suffers from technical failures or otherwise delays the processing of such payments. Wherever possible, we will provide an advance warning notification on Sage Payments or by email of any known or planned interruptions and we will try to keep any interruption as brief as possible.

20.2. We do not promise:

- (a) that Sage Payments will meet your own needs;
- (b) that you will be able to use Sage Payments in any particular way;
- (c) that you will get particular outputs from Sage Payments;
- (d) the standard of the results you get from using Sage Payments; or
- (e) that, where you use our technical support services, we will be able to fix your problem or remedy your issue.

The fact that you have told our representative about how you intend to use Sage Payments will not affect this clause as Sage Payments has been developed for many different types of users, and you are responsible for setting up and accessing Sage Payments so that you can use it in the way you need, and as best suits your circumstances.

20.3. We promise that we will use our reasonable skill and care to provide Sage Payments to you under this Agreement and we will do so in accordance with the terms of this Agreement and applicable law and regulation.

20.4. This Agreement describes all of our promises relating to Sage Payments. Unless this Agreement says otherwise, we are not bound by any other contract terms, warranties or other type of promise. If, under any law, a particular term, warranty or other type of promise relating to Sage Payments would automatically be included in this Agreement, we will only be bound by that term, warranty or promise to the extent prescribed by law.

21. Complaints

21.1. We hope that you enjoy using Sage Payments and are fully satisfied with the service provided; however we recognise that there may be instances where our service does not meet your expectations. If you do wish to make a complaint please see our [Complaints Procedure](#) available on our Website or by contacting us which explains the process you need to follow and what you can expect. We will fully investigate any complaint and try to reach a satisfactory conclusion fairly and quickly. Complaints may be recorded and monitored for our internal use; we may submit an anonymous summary of complaints made to us during a particular period of time to our regulator.

21.2. If you are not satisfied with our response to your complaint, you may be able to escalate the matter to The Financial Ombudsman Service (FOS). The FOS is a free, independent service which might be able to settle a complaint between you and us. You may obtain further information regarding the FOS and contact the FOS at www.financial-ombudsman.org.uk or by writing to them at Financial Ombudsman Service, Exchange Tower, London E14 9SR.

21.3. Any complaint relating to your Sage Eligible Product should be logged separately with the Sage (UK) Ltd Customer Support Team.

22. Our liability and responsibility to you if something goes wrong

Your attention is specifically drawn to the following provisions.

22.1. This clause 22 sets out our entire liability to you which arises out of or in connection with this Agreement whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise.

22.2. Subject to clauses 9.36, 9.37, 22.3, 22.4 and 22.5, we will only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of this Agreement and our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising under or in connection with this Agreement will be limited to paying you an amount which is equal to the total of all Monthly Plan subscription fees you have paid to us during the 12 month period immediately preceding the date on which the claim arose.

22.3. Subject to clauses 9.36, 9.37, 22.4 and 22.5, we will not be responsible whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising under or in connection with this Agreement for any of the following (even if we knew or should have known there was a possibility you could suffer or incur such loss or damage):

- (a) any delay or failure by us to provide any service or to perform any obligation under the Agreement which occurs as a result of any causes beyond our reasonable control (such causes shall include acts of God, governmental actions, war or national emergency, acts of terrorism, civil unrest, strikes, industrial action, postal delays or technical failures, problems or delays affecting third party suppliers including those we use to help us process payments);
- (b) any delay or failure by us to provide any service or to perform any obligation under the Agreement where we are prevented from doing so by applicable law or regulation;
- (c) loss of profit, business, contracts or revenue and/or depletion of goodwill or similar losses;
- (d) loss of use or loss of or damage to data/information inputted into Sage Payments;
- (e) any interruption to your business or damage to information, however that interruption or damage is caused;
- (f) fraud by you or any Authorised User;
- (g) any loss incurred or damage suffered by you as a result of account information not being accurate, complete or up to date or by your reliance on it;
- (h) losses you suffer as a result of use of Sage Payments other than as described in this Agreement or any other instructions provided by us from time to time; and/or
- (i) any indirect, special or consequential loss or damage or any loss or damage which we could not have reasonably known about at the time you entered into this Agreement.

22.4. Nothing in this Agreement will exclude or limit our liability for:

- (a) our fraud or fraudulent misrepresentation;
- (b) death of or personal injury to any person as a result of our negligence; or
- (c) any other matter which cannot be excluded or limited under applicable law.

22.5. For the avoidance of doubt, we will have no liability to any Authorised User.

22.6. Nothing in this Agreement will limit our obligation to return upon demand any funds which are held by us on trust for you.

22.7. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent, permitted by law, excluded from this Agreement.

22.8. Your and our responsibilities under this Agreement are reasonable because they reflect that:

- (a) we cannot control how, and for what purposes, you use Sage Payments;
- (b) we have not developed Sage Payments specifically for you; and
- (c) although we follow good industry practice, it is not economically possible for us to carry out all the tests necessary to make sure that Sage Payments is problem or error free.

23. How this Agreement may be terminated and what happens on termination

23.1. We reserve the right to close your account and terminate this Agreement at any time for any reason on giving you at least 2 months' prior written notice including by email and if we do, we will refund to you any amounts you have paid in advance for the applicable subscription period calculated from the date of termination (less any deductions of Fees due to us from you).

- 23.2 Notwithstanding any other rights or remedies we have, we also reserve the right to immediately close your account and terminate this Agreement at any time by giving you written notice (including by email) if:
- you fail to pay any Fees on the due date for payment and they remain unpaid at least 7 days after we notify you to make such payment; or
 - you are in breach of any of the terms of this Agreement; or
 - we believe you are no longer eligible for a Sage Payments account; or
 - the provision of Sage Payments causes us or our affiliates to be in violation of any applicable law or regulation; or
 - we reasonably suspect or have evidence that there might be fraudulent or illegal activity in connection with your use of Sage Payments or your Sage Payments account; or
 - an application is made to court or an order is made for the appointment of an administrator or an administrator is appointed in respect of your business or you become unable to pay your debts as they fall due, admit your inability to pay your debts as they fall due or become insolvent or bankrupt.
- Where this Agreement terminates immediately and you pay fees on a Monthly Plan, we shall reimburse such fees as relate to the unexpired portion of the month in which this Agreement terminates.
- 23.3 You may close your account and terminate this Agreement at any time for any reason by notifying us that you wish to close your account by telephone (we may ask you to confirm your request in writing) or by email to cancellations@sagepayments.co.uk and this Agreement will then terminate on the first Business Day of the month following the month in which we received your notice. You must immediately pay all amounts you owe to us by the date this Agreement terminates or the payment due date specified in our final invoice, whichever is later.
- 23.4 On termination of this Agreement for any reason, subject to clause 23.10 below, your rights to use Sage Payments will end and you agree to make no further use of Sage Payments and to ensure that your Authorised Users do not attempt to do so.
- 23.5 Any Payment Instructions which have not been received by us prior to the date of termination and any future dated Payment Instructions which are intended to be executed after the date of termination will automatically be cancelled.
- 23.6 In the event that a payment transaction from your account is returned to us after the date of termination, we will notify you as soon as possible and return that payment transaction to your nominated funding account.
- 23.7 Termination does not release you from, and you shall notwithstanding termination remain liable to us for, any liability in respect of sums (including Fees) owing to us or from any previous liability for any act performed by us in accordance with instructions received from you.
- 23.8 You must redeem your Balance no later than the date of termination of this Agreement. If you fail to do so, we reserve the right to use the information you have provided to us to return to your nominated bank account any funds in redemption of the E-Money in your account.
- 23.9 If we believe at any time that your account is dormant because you have not accessed your account for some time, it may be closed. After closure, we reserve the right to use the information you have provided to us to try to send you any funds in redemption of the E-Money in your account.
- 23.10 No matter how this Agreement terminates, the information you store in Sage Payments remains your information and you can access it in a format provided by Sage Payments before the termination of this Agreement. Following termination of this Agreement, we may grant you read only access to your closed account for a limited period of time to enable you to view and print account information including your transaction history ("**Post Termination Access**"). Any such access is granted entirely at our discretion and is subject to the applicable provisions of this Agreement including clauses 7, 8, 17, 18 and 19 which you agree to comply with. Any request to access information after the Post Termination Access period will be considered on a case by case basis and if we agree to provide you with access, you agree to pay our reasonable charges for that access.
- 23.11 Termination of this Agreement will not affect any accrued rights, remedies and obligations of the parties and any clauses which by their nature should survive termination of this Agreement (including clause 22) will survive the termination of this Agreement.
- 24. Contacting each other**
- 24.1 You agree that we may provide notice or other information to you by posting it in Sage Payments or on our Website (including the posting of information which is only accessed by you logging into your Sage Payments account), emailing it to the email address registered with us, posting it to your registered office or other business address, calling you by phone or by sending you a text/SMS message. You must have internet access and an e-mail account to receive communications and information relating to Sage Payments and this Agreement. Such notice will be considered to be received by you within 24 hours of the time it is posted to Sage Payments or our Website or at the time you receive the notice by email, phone or text/SMS message or 2 Business Days after it is sent by post (as applicable).
- 24.2 You agree that, unless otherwise specified, notices you give to us under this Agreement must be in writing and sent to us by post to Sage Payments (UK) Ltd, North Park, Newcastle upon Tyne, NE13 9AA or by email to customerservices@sagepayments.co.uk. You can send us notice of termination under clause 23 by email to cancellations@sagepayments.co.uk. Notices will be considered to be received by us 2 Business Days after being sent by post or at the time we receive it if sent by email (as applicable).
- 24.3 All communications will be made in English.
- 24.4 You may request a copy of any legally required disclosures (including this Agreement) from us and we will provide this to you in a form which allows you to store and reproduce the information (for example, by e-mail).
- 25. Corporate Customers**
- 25.1 If you are not a Micro-Enterprise or a Charity with an annual income of less than £1 million GBP, we consider you to be a "Corporate Customer" and certain provisions of applicable law (in particular the Payment Services Regulations 2009) may be disapplied for your use of Sage Payments. In such cases, you warrant and represent to us that at the time you entered into this Agreement, you are a Corporate Customer and hereby agree that the following sections of the Agreement will be varied as follows:
- where you identify an error, unauthorised transaction or unauthorised use of your account in accordance with clauses 9.36 and 9.37 you have up to 60 days from the date of the alleged event to notify us of it, after which time we have no obligation to investigate or act upon your notification;
 - we will only accept liability for errors and unauthorised transactions in accordance with clauses 9.36 and 9.37 where you have notified us of the relevant event within 60 days of it;
 - we will hold you liable for any losses incurred as a result of unauthorised transactions and unauthorised use of your account in accordance with clause 9.36 if you (or any of your employees, representatives or agents (including any Authorised User) have intentionally or with gross negligence failed to comply with the terms of this Agreement or have acted fraudulently. Where you have failed to keep your Sign-in Information safe (as described in clause 8.3), you will be liable for any unauthorised transactions and unauthorised use of your account arising before you have notified us under clause 9.34; and
 - you will only be entitled to lodge a claim through the FOS under clause 21 when you fulfil the FOS claimant criteria from time to time.
- 25.2 As a Corporate Customer, you further agree that while we may do so, we are not obliged to comply nor provide you with the information requirements set out in Part 5 of the Payment Services Regulations 2009 and you agree that regulations 60, 62, 75, 76 and 77 of the Payment Services Regulations 2009 do not apply to your use of Sage Payments.
- 26. What else do you need to know?**
- 26.1 All rights of ownership of the data you input into Sage Payments (such as payee information) remains yours but

your access to this information is dependent upon you complying with this Agreement and any applicable Fees being paid in full. We follow good industry practice to prevent data loss; however, you must keep copies of any information inputted into Sage Payments (or generated by it) as we cannot guarantee that your data will not be lost or damaged.

- 26.2. You cannot transfer your Sage Payments subscription (or any free trial, promotion or activation code, as applicable) to any other person or organisation. For example, you cannot sell it if you no longer want to use Sage Payments, or if you become insolvent an insolvency practitioner may not pass on your Sage Payments subscription (including your Sign-in Information) as part of your business' assets.
- 26.3. If a court or similar body decides that any wording in this Agreement cannot be enforced, that decision will not affect the rest of this Agreement, which will remain binding on both parties. However, if the wording that cannot be enforced could be enforced if part of it is deleted, we will both treat the relevant part of the wording as if it is deleted.
- 26.4. You warrant that you have full legal capacity to enter into this Agreement either directly or via your Representative (as applicable).
- 26.5. If you or we fail to, or delay in, exercising any rights under this Agreement, that will not mean that those rights cannot be exercised in the future.
- 26.6. This Agreement may not be modified except with our prior written consent.
- 26.7. This Agreement constitutes the entire agreement between you and us for your use of Sage Payments, and supersedes any previous agreements or understandings and all other documents, information and communications (whether spoken or written) between us with respect to Sage Payments.
- 26.8. No oral representation by us, our employees or our agents will be binding on us or will form part of this Agreement, and except as set out above all conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.
- 26.9. This Agreement is personal to you and may not be transferred, assigned, subcontracted, licensed, charged or otherwise dealt with or disposed of (whether in whole or in part) by you without our prior written consent. We may transfer, assign, subcontract, license, charge or otherwise deal with or dispose of (whether in whole or in part) this Agreement at any time without your consent.
- 26.10. A person who is not a party to this Agreement has no right to enforce any term of it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

27. Which laws govern this Agreement?

This Agreement and any disputes or claims arising out of or in connection with it (including non-contractual disputes or claims) is governed by and shall be construed in accordance with the laws of England and you and we both agree that the Courts of England shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Agreement.

28. Definitions and Interpretation

- 28.1. In this Agreement, unless otherwise specified these words have the following meanings:

"Account Administrator": an individual authorised to administer your Sage Payments account as described in clause 8.7. You or (if applicable) your Representative will be automatically assigned this status on account opening;

"Agreement": these terms and conditions including the annexes and our [Privacy Policy](#) (as updated by us from time to time);

"Account Approver": an individual authorised to approve payees and payment instructions on your behalf as described in clause 8.7 and **"Approve"** and **"Approved"** shall be construed accordingly;

"Application": your application for a Sage Payments account;

"Authorised User": an individual authorised to access all or part of your Sage Payments account and to perform certain actions according to their allocated permission status

including your Representative (where applicable), Account Administrators, Basic Users and Account Approvers;

"Balance": any E-Money you have available in your Sage Payments account;

"Banking Provider": such banking organisation that we appoint from time to time;

"Basic User": an individual authorised to submit payees and payment instructions for authorisation by an Account Approver as described in clause 8.7;

"Business Day": Mondays to Fridays excluding UK public and bank holidays unless we notify you of other times for the processing of payments;

"Charity": a body whose annual income is less than £1 million and is:

- (i) in England and Wales, a charity as defined by section 1(1) of the Charities Act 2006;
- (ii) in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 1005; or
- (iii) in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008.

"Commencement Date": the date we notify you that we approve your Sage Payments application by sending you a welcome email;

"Complaints Procedure": our policy on dealing with any complaints which is available on our Website;

"Data Protection Laws": the EC Data Protection Directive (Directive 95/46/EC), the United Kingdom Data Protection Act 1998, and all applicable law, enactments and regulations regarding the processing of data relating to living persons;

"Domestic Payment": a payment transaction in GBP to a GBP account in the UK;

"Excluded Business": certain business or industry types that we (in our absolute discretion) do not offer services to from time to time, including any categories we specify on our Website or in Sage Payments;

"E-Money": monetary value, as represented as a claim on us, which is stored on an electronic device, issued on receipt of funds, and accepted as a means of payment by persons other than us. The terms "E-Money" and "funds" are used interchangeably in this Agreement. A reference to a payment made via Sage Payments refers to an E-money payment.

"European Economic Area" or "EEA": means the region made up of the following countries: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden and the UK.

"Fees": the fees payable by you to us for Sage Payments including Monthly Plan fees, any additional fees for payment transactions outside of a Monthly Plan or for International Payments, and any additional fees or charges payable to us as set out in our Fees Schedule or otherwise as notified to you by us from time to time;

"Fees Schedule": the schedule of our Fees set out in Annex A to these terms and available on our Website;

"Faster Payments": the UK payment system known as Faster Payments;

"GBP": British Pounds Sterling;

“International Payment”: a payment transaction that: (i) is in a Supported Currency other than GBP; or (ii) is a payment (whether in GBP or another currency) to an account that is not in the UK;

“Key Service Information”: all relevant information relating to the key functions and features of Sage Payments and/or the processing of payment transactions we give you before you apply to use Sage Payments;

“Micro-Enterprise”: an enterprise which employs fewer than 10 people and has an annual turnover and/or balance sheet that does not exceed 2 million Euros;

“Monthly Plan”: a monthly subscription being Basics, Standard, Extra, Advantage or Complete (as set out in our Fees Schedule) which allows you to make Domestic Payments in accordance with the Monthly Payments Allowance;

“Monthly Payments Allowance”: the total maximum number of Domestic Payment transactions per calendar month included in your Monthly Plan as notified by us from time to time;

“Payment Instruction”: an Approved instruction validly made by you to us requesting the execution of a payment transaction;

“Payment Processing Guide”: our payment processing guide available on our Website;

“Privacy Policy”: our privacy policy as updated by us from time to time accessible on our Website;

“Representative”: the individual that completes and submits your application for a Sage Payments account on your behalf;

“Sage 50 Accounts”: the Sage (UK) Ltd software product known as Sage 50 Accounts supported versions only (as set out on our Website);

“Sage 50 Foreign Trader Module”: the Sage (UK) Ltd software module available with Sage 50 Accounts and Sage 50 Accounts Essentials known as Foreign Trader supported versions only (as set out on our Website);

“Sage 50 Accounts Essentials”: the Sage (UK) Ltd software product known as Sage 50 Accounts Essentials (previously Sage Instant Accounts) supported versions only (as set out on our Website);

“Sage 50 Payroll”: the Sage (UK) Ltd software product known as Sage 50 Payroll supported versions only (as set out on our Website);

“Sage 200 Extra”: the Sage (UK) Ltd software product known as Sage 200 Extra supported versions only (as set out on our Website);

“Sage 200 Standard Online”: the Sage (UK) Ltd software product known as Sage 200 Standard Online supported versions only (as set out on our Website);

“Sage Eligible Product”: the eligible Sage (UK) Ltd software products as set out on our Website from time to time (supported versions only) including Sage 50 Accounts Essentials, Sage 50 Accounts, Sage 50 Payroll, Sage 200 Standard Online and Sage 200 Extra;

“Sage Payments”: the online payments service available via our Website and any products and services comprising the service that we make available as part of our standard subscription offering from time to time;

“Sign-in Information”: log in details, passwords and any other security pins or codes used to access all or part of Sage Payments;

“Supported Countries”: countries to which we allow you to send payments using Sage Payments as detailed on our Website from time to time;

“Supported Currencies”: currencies which we support for International Payments as detailed on our Website from time to time;

“UK”: the United Kingdom of Great Britain and Northern Ireland; and

“Website”: <https://shop.sage.co.uk/sagepayments.aspx> or such replacement website we specify from time to time.

28.2. In this Agreement unless otherwise specified:

- (a) where we use the terms “personal data”, “data processor” and “data controller” we mean as those terms are defined in the Data Protection Laws;
- (b) a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts;
- (c) words denoting persons shall include bodies corporate, unincorporated associations of persons and partnerships;
- (d) a word importing one gender shall (where appropriate) include any other gender and a word importing the singular shall (where appropriate) include the plural and vice versa;
- (e) words of a technical nature which are not defined in these terms shall be construed in accordance with the relevant general usage in the computer software industry in the UK;
- (f) the words “including”, “includes”, “such as”, “for example” and “in particular” are illustrative and do not limit the sense of the words preceding it and each of these words shall be deemed to incorporate the expression “without limitation”;
- (g) the headings and subheadings are for reference only and do not limit the scope of each clause; and
- (h) words that are underlined hyperlink to relevant information.

ANNEX A: FEES SCHEDULE

Payment option	Price Per Month*	Payments Allowance Per Plan**	Overage charge***	International Payments Price****
Monthly Plan (Basics)	£10.00	15	£0.50	£10.00
Monthly Plan (Standard)	£18.00	50	£0.30	£10.00
Monthly Plan (Extra)	£35.00	150	£0.30	£8.00
Monthly Plan (Advantage)	£70.00	350	£0.30	£6.00
Monthly Plan (Complete)	£130.00	750	£0.30	£6.00

*Customers joining during a month will be charged a pro rata portion of the monthly fee for the remainder of their first month and will be invoiced at the beginning of the next month for such fee. International Payments and overage charges also apply (see below).

**Total number of domestic payment transactions included in the Monthly Plan fee ("monthly payments allowance"). Any payment transactions in excess of the monthly payments allowance are subject to the overage charge (see below).

***For Monthly Plan customers, this overage charge is payable for each domestic payment transaction made in excess of the monthly payments allowance.

****Per transaction. International Payments are chargeable on a per transaction basis in addition to any Monthly Plan fee. International Payments are GBP payments to a non-UK bank account or payments in any currency other than GBP.