
CARDNET MERCHANT AGREEMENT

Your terms and conditions

November 2020



LLOYDS BANK

CARDNET

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Your Agreement is made up of:

- Your Cardnet Merchant Agreement – Parts A and B. Part A includes the core details of the product. Part B provides additional terms if you are undertaking a particular type of transaction or you have taken any additional products. You should read all sections, which are relevant to your business and ask us if there is anything you don't understand.
- Your Merchant Specific Conditions, which are tailored to you.
- Merchant Operating Manual.

If there are any inconsistencies between the Cardnet Merchant Agreement and the Merchant Operating Manual, the Cardnet Merchant Agreement will take priority. If there are any inconsistencies between the Cardnet Merchant Agreement and the Merchant Specific Conditions, the Merchant Specific Conditions will take priority unless stated otherwise in this Cardnet Merchant Agreement.

Where specific meanings are needed for a particular section, we have included them in that section to make it easier for you to read. To help you identify when we are using terms with a special meaning, we start them with a capital letter.

Where we use the phrases “such as”, “for example”, “including” and other similar phrases, you should read this as not being limited.

Meaning of the words we use

Agreement	The Cardnet Merchant Agreement, and the Merchant Specific Conditions and the Merchant Operating Manual (together with any other documents the parties agree will also form part of the Agreement), as amended from time to time.
Bank, we or us	Lloyds Bank plc trading as Cardnet® of 25 Gresham Street, London EC2V 7HN.
Merchant, you or your	The business named in the Merchant Specific Conditions.

Part A

1. Services

Meaning of the words we use

Card Scheme	Mastercard, Maestro, Visa, UnionPay International (“UPI”), Japan Credit Bureau (“JCB”), American Express or Discover® Global Network (Discover® and Diners Club International®) schemes or any other scheme notified by us to you.
Merchant Account	The record we maintain of your Transactions, fees and charges. Each account you may have will have a merchant identification number (“MID”).
Services	The acquisition of Transactions and related services provided by us and any Supplemental Facilities (defined in Clause 29).

We are a member of the Card Schemes and authorised to provide the Services in accordance with this Agreement. We will maintain a Merchant Account for you so we can provide the Services.

2. Operating Manual

Meaning of the words we use

Merchant Operating Manual or the Manual	The information manual available under Help & Support -> Downloads on the Website.
Website	The website and associated services provided by us located at lloydsbankcardnet.com

- 2.1 The Merchant Operating Manual sets out the processes and procedures which you must follow when accepting and processing Transactions.
- 2.2 It is your responsibility to show us that you have complied with the processes and procedures set out in the Manual.

3. Acceptance of Cards

Meaning of the words we use

Card	Any Mastercard, Maestro, Visa, UnionPay International, JCB, American Express or Discover® Global Network (Discover® and Diners Club International®) card wherever and by whosoever issued, and any other cards notified by us to you.
Regulated Card	Any Card other than (i) a Card issued by an issuer located outside the EEA or (ii) a Card which is identified to you as a commercial card.
Cardholder	Any individual issued with a Card for his/her use.
Card Not Present Transaction	A Transaction between you and a Cardholder where neither the Card nor the Cardholder is present at the time of the Transaction. This is often a Mail/Telephone Transaction, or an E-Commerce Transaction for goods or services or where the payment is made using Online Payments.
Transaction	Any transaction carried out between you and a Cardholder using a Card or placing a Card Not Present Transaction.

Meaning of the words we use

Transaction Data	Information relating to a Transaction submitted to us for processing.
Point of Sale	<ol style="list-style-type: none">a. for over the counter Transactions, the physical location at which you accept Transactions;b. for Card Not Present Transactions:<ol style="list-style-type: none">i. the physical location at which you receive Card and Cardholder information for Mail/Telephone Transactions; orii. for E-Commerce Transactions, your (or your agent's) domain name host website.

3.1 You can choose which Cards to accept but if you choose to accept a Regulated Card type, you need to accept all Regulated Cards of this type regardless of who has issued the Card. For example, if you accept a Visa debit card, you must accept all Visa debit cards.

3.2 All Transactions accepted by you should be in Sterling unless we have agreed in writing with you that payment in other currencies may be accepted. If we have agreed this with you, the additional terms in Part B6 will apply to you.

3.3 You must show that the Card was present for each Transaction in accordance with the procedures set out in the Merchant Operating Manual (except for Card Not Present Transactions).

3.4 You may only impose a fee/surcharge on the price for goods or services being purchased by a Card if:

- the Card is not a Regulated Card; and
- the fee/surcharge is for an amount no higher than the actual cost to you of accepting the Transaction.

For the UPI and JCB Card Schemes only, any additional charge must be the same for each Card type.

3.5 You must not:

3.5.1 accept any Transaction which is in dispute, or has not been undertaken in good faith between you and the Cardholder. You also must not submit for processing any Transaction Data on such a Transaction;

3.5.2 accept any Transaction where the Point of Sale is outside the United Kingdom unless we have agreed to this. You also must not submit for processing any Transaction Data on such a Transaction;

3.5.3 accept any prepayment or deposit using a Card without our approval;

3.5.4 accept any Transaction using a Card issued in your name or on your account. You must also not accept Transactions using Cards issued in the name of partners, officers or employees of your company, or any member of the immediate family or household. We may give permission for these Transactions in some circumstances but it is important that you ask for our approval before proceeding; or

3.5.5 accept any Transactions which fall outside of the description of your business specified in Part 2 of the Merchant Specific Conditions without our written approval.

4. Processing Limits

Meaning of the words we use

Settlement	The payment of amounts to be paid by us to you or by you to us.
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We may impose a limit on the total value of Transactions we will process for you over a period of time. Part 2 of the Merchant Specific Conditions indicates the total value of Transactions that you expect we will process in the first 12 months of this Agreement. We will review this limit and where we identify a need to amend the limit, we will do so. You can ask us to increase this limit. If you do this, we may ask you to provide suitable security under clause 26. You will also need to provide us reasonable notice that your total value of Transactions is reaching the limit. If you exceed an established limit, processing may be suspended and we may retain Settlement funds until a new limit is agreed, or we may amend the charges and fees payable by you under this Agreement.

5. Authorisation, Pre-Authorisation and Final Authorisation

Meaning of the words we use

Authorisation	Either (i) confirmation from the Card Issuer that the Cardholder has enough funds and the Cardholder's Card has not, at the time Authorisation is requested, been reported lost or stolen; or (ii) the authorisation of a Refund to a Cardholder.
Pre-Authorisation	Where the exact amount of a future Transaction is unknown, confirmation by the Card Issuer that the Cardholder has funds, that the Cardholder's Card has not, at the time of the Pre-Authorisation been reported lost or stolen and that an agreed amount may be reserved on the Card for the purposes of the Transaction.
Final Authorisation	Confirmation by the Card Issuer that the Cardholder has enough funds in respect of the relevant Pre-Authorised Transaction where the full amount is now known and the Cardholder's Card has not, at the time Final Authorisation is requested, been reported lost or stolen.

- 5.1 You must usually obtain Authorisation for each Transaction, but where the exact amount of the Transaction is unknown (e.g. upon check in at a hotel where there may be additional extras charged upon check out) and subject to clause 5.4, you may obtain Pre-Authorisation provided that the Cardholder has agreed the exact amount to be reserved on the Card.
- 5.2 If Authorisation is refused, the Transaction must not proceed and you must not ask for Authorisation for a different amount. If Pre-Authorisation and/or Final Authorisation is refused, you must not proceed with any Transaction and you must not seek Pre-Authorisation and/or Final Authorisation for any different amount. NOTE: even if you do get Authorisation or Final Authorisation, this is not a guarantee of payment from us, for example, the Transaction may be subject to a Chargeback.
- 5.3 If you fail to process a Transaction in accordance with the terms of this Agreement and the Merchant Operating Manual and/or a Cardholder denies having authorised or participated in such Transaction, we may at our discretion withhold or return Transactions as unpaid.
- 5.4 You must not offer or undertake Pre-Authorisation and/or Final Authorisation unless we have agreed this in writing. Where we have agreed for you to offer or undertake Pre-Authorisation and/or Final Authorisation, you must comply with the process set out in the Merchant Operating Manual.

6. Purchase with Cashback

Meaning of the words we use

Purchase with Cashback	A Transaction where a Cardholder receives cash as well as goods or services where available under the Rules.
Purchase with Cashback Limit	The maximum amount of cash you can choose to offer a Cardholder by way of Purchase with Cashback.
Rules	The rules and operating instructions of each particular Card Scheme, which may be updated from time to time.

- 6.1 You must not offer Purchase with Cashback unless we have agreed this in writing and we have specified a Purchase with Cashback Limit.
- 6.2 Purchase with Cashback can only be offered where the Card is a debit card. It must not be offered in Transactions using credit cards. The cash dispensed must not exceed the Purchase with Cashback Limit. You can find out in the Manual more information on credit and debit cards.
- 6.3 Authorisation must be sought on all Transactions with Purchase with Cashback. Cash must not be given if Fallback procedures have to be used (as referenced in clause 9).
- 6.4 Any Transaction disputed by the Cardholder which includes Purchase with Cashback may be subject to the Chargeback rights set out in clause 19.

7. Mail/Telephone Transactions and E-Commerce Transactions

Meaning of the words we use

E-Commerce Transactions	A Card Not Present Transaction carried out over the internet via a fixed or mobile device in which Card details are transmitted by the Cardholder to you via the Internet, or any other public or private network.
Mail/Telephone Transactions	A Card Not Present Transaction in which Card details are provided to you via mail or telephone.

- 7.1 You must not accept Card Not Present Transactions unless we have agreed this in writing. Parts B2 and B3 will also apply to such Transactions processed by us for you.
- 7.2 Card Not Present Transactions accepted by you may be subject to Chargeback rights set out in clause 19.
- 7.3 We may notify you that we immediately withdraw our permission to accept or process Card Not Present Transactions if we judge that there are unacceptable levels of Cardholder disputes resulting from:
- Mail/Telephone Transactions and/or
 - E-Commerce Transactions which you have accepted and/or
 - any other Transactions which you have accepted and subsequently turn out to be fraudulent.

8. Recurring Transactions

Meaning of the words we use

Recurring Transactions	A Transaction which a Cardholder has agreed can be debited to their Card at agreed intervals or on agreed dates. The Transaction can be for a specific amount or for an amount due to you for the on-going provision of services or goods.
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- 8.1 You must not accept Recurring Transactions unless we have agreed this in writing. If we agree, then for each Recurring Transaction, you are required to obtain the Cardholder's prior agreement in writing for the goods or services to be charged to their Card and you will be responsible for verifying the identity of the Cardholder and the relevant Card. If you offer free trial periods, there are specific Card Scheme requirements. Please contact us if this applies to you.

9. Fallback Procedures

Meaning of the words we use

Fallback	A procedure where you can manually process a Transaction and obtain Authorisation where the initial process fails.
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You must comply with our Fallback procedures. You can find details of these in the Merchant Operating Manual.

10. Refunds

Meaning of the words we use

Refund	The return of funds to a Cardholder of an earlier Transaction between you and the Cardholder.
Terminal	An electronic data capture device approved by us for the capture and submission of Transaction Data.

- 10.1 Any Refund for an earlier Transaction must be made on the same Card as the original Transaction and must not be made in cash. A Refund may be in full or part payment of the original Transaction.

- 10.2 If you agree to make a Refund, you must process it in accordance with the operating instructions for the Terminal. If there are no Terminal instructions for processing a Refund, you must process it in line with the Merchant Operating Manual.
- 10.3 You must not under any circumstances accept money from a Cardholder for the purpose of processing a Refund.

11. Presentation of Transactions

- 11.1 All Transaction Data must be submitted in line with the requirements and procedures set out in the Merchant Operating Manual. This will include the timing and format of such data. You are responsible for ensuring that the Transaction Data is correct and complete when sending it to us.
- 11.2 In presenting or submitting Transaction Data to us, you confirm that:
 - 11.2.1 all statements and facts contained in the Transaction Data are correct and complete to the best of your knowledge; and
 - 11.2.2 you have supplied (or, for a prepayment or deposit, have agreed to supply) the goods and/or services to which the Transaction Data relates and to the value stated in the Transaction Data; and
 - 11.2.3 you haven't split a Transaction into 2 or more Transactions.

12. Promotion of Cards

- 12.1 You will, at all times, prominently display materials promoting Cards as we may supply to you and clearly show what Cards you do and don't accept. This will be either at your Point of Sale, in any catalogue or promotional material you produce and where applicable, in your shop window or front.
- 12.2 You can't use or display any other material relating to any Card without our consent.

13. Use of our Trade Marks

You can't use our name or logo unless we have previously agreed to this in writing.

14. Data Capture Equipment and Software

Meaning of the words we use

Data Capture Equipment and Software	Any device (such as a Terminal) or software solution used at the Point of Sale to capture and/or submit Transaction Data to us.
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- 14.1 You must not use any Data Capture Equipment and Software unless we have agreed to this in writing. You must request our agreement to make changes to approved Data Capture Equipment & Software before submitting any Transaction Data to us.
- 14.2 If you are provided with a card (or code) for staff training or changing the functionality of any Terminal or for authorisation of a Refund, you must ensure the use of the card or code is restricted to appropriately authorised staff. You are responsible for the safekeeping and for any misuse of the card or code.
- 14.3 If we allow you to use Data Capture Equipment and Software, you are responsible for the security, safekeeping and maintenance of it to submit Transactions to us. You must ensure that the ongoing security and maintenance measures you take (or your Agents take for you) meet our requirements. You will need to prove to our reasonable satisfaction that you and your Agents have complied with our requirements.

- 14.4 You must allow us (or anyone acting on our behalf) to have access to your and your Agents' Data Capture Equipment and Software (either physically or electronically, as appropriate) to enable us to identify whether the Data Capture Equipment and Software complies with our requirements. You must allow this at any time, although we will give you reasonable notice.
- 14.5 If we feel any agreed Data Capture Equipment and Software no longer meets our security standards in respect of Cardholder data or Transaction Data, we may require you to replace it.

15. Data Security

Meaning of the words we use

Agent	Any person or company acting on behalf of us or you.
Data Security Event	Any event where Cardholder data or Transaction Data (including any Card data or personal data) is stolen, misused or disclosed to an unauthorised person.
Merchant Identification Number or MID	The 15 digit unique number that is given to each of your business units to identify them.
Payment Service Provider (PSP)	Any person authorised to provide a payment service.
PCI DSS	The Payment Card Industry Data Security Standards as developed and maintained by the PCI SSC.
PCI SSC	The PCI Security Standards Council or any successor body.

- 15.1 You must, at all times, comply with the data security policies and procedures set out in the Merchant Operating Manual, including the requirement to comply with PCI DSS at all times and to validate compliance on an annual basis.
- 15.2 You and your Agents will comply, at all times, with our security requirements for Cardholder data or Transaction Data. If we ask, you will need to provide us with copies of any PCI SSC documentation received or completed by you or your Agents. By doing so, you:
- a. authorise us to send such PCI SSC documentation to a PCI SSC assessor for evaluation; and
 - b. agree that you will take all steps identified by the PCI SSC assessor as necessary or as instructed by us to ensure you and your Agents are PCI SSC compliant.
- 15.3 You will, if we ask, promptly confirm in writing that you and all third parties that store, transmit or process Transactions on your behalf are fully compliant with the requirements referred to in this Clause and will, if we request, promptly provide evidence of such compliance. You will ensure that a Data Security Event does not occur.
- 15.4 If a Data Security Event occurs or if you suspect that a Data Security Event has occurred, you will notify us in writing immediately providing the following details:
- a. your full name, trading name (if any) and the Merchant Identification Numbers alleged to have been breached;
 - b. a full description of the actual or suspected Data Security Event;
 - c. details of the number of Cardholders affected by the actual or suspected Data Security Event; and
 - d. a copy of all correspondence between you and any Card Issuer or Cardholder concerning the actual or suspected Data Security Event.

- 15.5 You will provide us immediately with any additional information which we need in connection with the actual or suspected Data Security Event.
- 15.6 You must obtain our consent prior to incurring any expenses of any type for which we may be responsible in remedying a Data Security Event (we will give our consent unless there is a good reason not to).
- 15.7 You will indemnify us for any and all claims, proceedings, actions, complaints, fines, losses, liabilities, penalties or demands from third parties (including Cardholders, Card Schemes, Payment Service Providers or the PCI SSC) and any losses, damages, costs or expenses directly or indirectly arising out of or in connection with any Data Security Event.

16. Agents appointed by you

Meaning of the words we use

Business Day	A day which is not a Saturday, Sunday or public holiday in England and we are open for business.
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- 16.1 You will give us twenty Business Days' notice of your intention to appoint (or remove) an Agent responsible for processing or storing Transactions on your behalf.
- 16.2 You will not appoint any Agent (including a PSP, a webhost or any other person appointed to process or store any Transactions on your behalf or to provide a related service) without our prior approval. All Transaction Data submitted by your Agents must comply with the requirements of this Agreement.
- 16.3 You will be liable for anything done (or not done) by any Agent appointed by you and you will indemnify us for any and all claims, costs, losses, expenses and liabilities, which we may suffer or incur as a result, direct or indirect, of anything done (or not done) by the Agent.
- 16.4 You will ensure that we, the PCI SSC assessor and each of their representatives and/or advisors:
 - a. have access during your normal working hours (being no less than 9.00 a.m. to 5.00 p.m. on Monday to Friday each week) to all information relating to the Agent's processing or storage of any Transactions submitted to us; and
 - b. can carry out any necessary checks (at the Agent's premises) under the Rules and/or the PCI SSC's requirements.

17. Payment by us

Meaning of the words we use

Faster Payment Scheme	The payment scheme that can be used as a means of carrying out Faster Settlement.
Faster Settlement	Settlement of the payment amount by us to you by the end of the next Business Day following the Business Day on which the Transaction Data is received from your Terminal, or from your Polling Bureau (for example, from a Payment Service Provider acting on your behalf).
PCI DSS Portal	The web-based portal provided by us for the purpose of facilitating and/or certifying your PCI DSS compliance.

- 17.1 Subject to Clauses 17.2 and 26.2, we will (for all Transaction Data submitted to us in accordance with this Agreement) pay you all sums due as recorded in the Transaction Data (less the amount of any Refunds or any sums payable by you pursuant to Clause 18) by crediting your nominated bank account.

- 17.2 There may be occasions where we may withhold payment if in good faith we suspect that:
- 17.2.1 any Transaction is fraudulent or involves any other criminal activity;
 - 17.2.2 any Transaction was not in the ordinary course of your declared business;
 - 17.2.3 the number or size of Transactions is significantly greater than expected; or
 - 17.2.4 any of the events referred to in Clause 31.3.2 has happened (whether or not we have terminated this Agreement). Payments may be retained until we are satisfied that:
 - a. the relevant transactions are legitimate;
 - b. the relevant transactions are no longer liable to be the subject of a Chargeback; and
 - c. your obligations to us have been satisfied in full.
- 17.3 You must tell us about any changes to your bank account details at least 10 days before the settlement day otherwise Settlement may be rejected and payment delayed.
- 17.4 Subject to Clauses 17.2 and 26.2 and unless otherwise agreed, we will normally pay the sums referred to in Clause 17.1 within five Business Days of receipt of the relevant Transaction Data from you. If you opt to use the Faster Settlement method of payment, the following terms and conditions shall apply:
- 17.4.1 Faster Settlement is available only for Transactions carried out at your outlets in the United Kingdom and in Sterling;
 - 17.4.2 Faster Settlement is not available for daily payment of amounts over £99,999 or if your bank is not a member of the Faster Payments Scheme; and
 - 17.4.3 A fee is payable for this service as shown in Part 8 of the Merchant Specific Conditions.

18. Sums payable by you

- 18.1 You will need to pay us:
- 18.1.1 all charges in Part 6 and Part 7 of the Merchant Specific Conditions;
 - 18.1.2 all fees in Part 8 of the Merchant Specific Conditions;
 - 18.1.3 any additional fees set out in Part B1;
 - 18.1.4 the amount of any Refunds issued (if not already deducted from sums paid by us to you);
 - 18.1.5 the full amount of any overpayments made by us, however caused;
 - 18.1.6 the full amount of any Chargeback;
 - 18.1.7 any payments made by us in respect of invalid Transaction Data;
 - 18.1.8 any fees, fines or other charges payable by us or our Agents to a Card Scheme or any other person:
 - a. in connection with this Agreement; or
 - b. as a result of the ratio of your Chargeback to Transactions exceeding the industry average (as determined by the Card Schemes from time to time);
 - 18.1.9 our reasonable costs (including management time) of managing your account if you are in breach of this Agreement, or if your activities cause us to carry out any investigation, or if you request our help in connection with your account;

- 18.1.10 if you opt to validate your compliance with PCI DSS using Cardnet's assisted online reporting a monthly management fee as set out in the Merchant Specific Conditions (the "PCI DSS Management Fee"), will be applied three months after receipt by you of a letter from us providing the initial password for access to the PCI DSS Portal. For the avoidance of doubt, if you validate your compliance with PCI DSS by completing a self-assessment questionnaire (SAQ) via the PCI SSC website (www.pcisecuritystandards.org) or through another third party provider, the PCI DSS Management Fee will not be payable, provided you upload your compliant SAQ or third party certificate to the PCI DSS Portal within three months of receipt by you of a letter from us providing the initial password for access to the PCI DSS Portal;
- 18.1.11 a monthly non-compliance charge as set out in the Merchant Specific Conditions (the "PCI DSS Non Compliance Charge") if (i) we determine that you have failed to complete the annual PCI DSS validation process and uploaded its compliant SAQ or third party certificate to the PCI DSS Portal within three months of receipt by you of a letter from us providing the initial password for access to the PCI DSS Portal, or (ii) you have failed to complete the annual PCI DSS validation process to indicate that your compliance has been renewed within 3 months of the relevant renewal date. For the avoidance of doubt, the PCI DSS Non Compliance Charge will be payable instead of the PCI DSS Management Fee. The PCI DSS Non Compliance Charge will be payable by the Merchant for each month that it is non-compliant and until such time as you have validated your compliance by uploading your compliant SAQ or third party certificate to the PCI DSS Portal and completed the annual PCI DSS validation process.
- 18.2 We can change the fees and charges in this Agreement by giving you at least 2 months' written notice. If you don't agree to such a change, please see clause 27.3 on how to notify us otherwise, the changes will be deemed to have been accepted.
- 18.3 Unless otherwise stated, payments which you have to make under this Agreement are exclusive of VAT and any other relevant taxes. Therefore, in addition to paying these sums, you will be responsible for paying VAT as applicable and any other relevant taxes.
- 18.4 We keep a record of what you owe to us and what we owe to you. We will provide a statement with this information, or make it available to you at least once a month. This will show the amount owed by you to us. You should check your statement on receipt and notify us within 60 days of any errors in it.
- 18.5 You will complete and sign a Direct Debit mandate authorising your bank to pay requests for payment of sums due under this Agreement. If you intend to change your bank account, you must provide (at least twenty Business Days before you remove the existing mandate) the new bank with a Direct Debit mandate in favour of us.
- 18.6 Once your application for Services has been accepted, we will send you details of free management information tools which enable you to view a breakdown of your charges and fees for the Services:
- We will send you details of how to access the web-based service called "Business Track" (the service known as "ClientLine"), "RAM" or "Merchant Portal".
 - Business Track and Merchant Portal have their own terms and conditions which can be found at loydsbankcardnet.com/terms and form part of this Agreement.

ClientLine, RAM and Merchant Portal let you access historical transaction data, helping you to analyse card activity going through your business. Using these tools, you can view a breakdown of the total cost (known as the merchant service charge) and separately the amount of the interchange fee for each individual transaction. Please visit loydsbankcardnet.com/additional-services/reporting for more information on ClientLine, RAM and Merchant Portal and guidance on how to access this data.

19. Chargebacks

Meaning of the words we use

Card Issuer	An organisation which is a member of a Card Scheme and issues Cards to Cardholders.
Chargeback or Dispute	A Transaction that is disputed by a Cardholder or Card Issuer and is returned to us under the Rules.

- 19.1 A summary of Chargeback rights is set out in the Merchant Operating Manual. If a Card Issuer exercises its right not to settle or to undertake a Chargeback, we will be entitled to Chargeback the Transaction immediately, and without notice, and you will allow us to debit your nominated bank account (or your Merchant Account), or to recover from you by any other means, the amount paid by us to you in respect of that Transaction. Our Chargeback rights are not affected by any arrangement between you and the Cardholder.
- 19.2 Despite the above:
- 19.2.1 we will not be obliged to notify you of any defect in any Transaction Data or other liability to Chargeback except where a Chargeback is in fact made;
- 19.2.2 we may treat any defective Transaction Data as valid; and
- 19.2.3 we are under no obligation to assist you in getting payment from a Cardholder where the relevant Transaction Data has been charged back.

20. Retention of Evidence of Transactions

Meaning of the words we use

Sales Receipts and Refund Receipts (collectively Receipts)	The tally roll receipt (paper or electronic) supplied by you to the Cardholder recording Transaction Data. Other forms of receipt may be appropriate, but you will need our express permission to use them.
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- 20.1 We may ask you to prove that any Transaction was authorised by the Cardholder. You must keep the original and/or microfilm (or other format) copy of the Sales Receipt and systematic Transaction Data for at least 13 months from the date of the Transaction and produce them to us on request. Failure to do so within the timescales given by us may result in a Chargeback. Any related back-up(s) must at all times contain your last 2 years' Transaction Data.
- 20.2 If there is loss or damage to any Transaction Data you have submitted, you will resubmit the relevant data by a method agreed between us.
- 20.3 If any loss or damage to any vouchers or the physical medium containing any Transaction Data is due to our negligence, we will only reimburse to you the replacement value of the lost or damaged vouchers or medium. You are responsible for making sure that the data can be reconstituted and we will not in any circumstances be liable in respect of the face value of any Transaction Data or the costs of reconstituting such data, or for any other loss or damage.

21. Provision of Information

Meaning of the words we use

Lloyds Banking Group	Lloyds Banking Group plc registered in Scotland with a company number of SC095000 and any of its subsidiaries.
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- 21.1 You will provide us with copies of financial accounts, supplier invoices, customer contracts and any other documentation, which we request for the purpose of assessing and managing credit and fraud risks.
- 21.2 You authorise us to obtain information we need from third parties and members of the Lloyds Banking Group for the purpose of monitoring and evaluating your financial and credit status.
- 21.3 You must advise us immediately of any change in your business circumstances including any change in business or trading name, legal status (such as a change of entity, a sale or change of ownership to your business), your business or trading address or telephone number, or in any of the details recorded in Part 2 of the Merchant Specific Conditions.
- 21.4 If you want to process Transactions on behalf of third parties or want to appoint an Agent to process Transactions on your behalf, you must ensure that you or your Agents have first obtained the necessary regulatory approvals from the Financial Conduct Authority. If you do want to process transactions on behalf of third parties, you will need to enter into a new Agreement with us so you must advise us immediately.
- 21.5 If we ask, you will provide us (or our Agents), with reasonable access to your books, records and/or systems, (and authorise us to take copies of such books and records as we require) for the purpose of enabling us to identify whether you are complying with your obligations under the Agreement.
- 21.6 If we ask, you will, provide us, our Agents or advisors with any information which is in your possession, control or knowledge relating to this Agreement to enable us to discharge our duties or obligations under the Rules. We will be entitled, without further enquiry, to accept such information as being true, accurate and complete.

22. Indemnity and Cardholder Disputes

- 22.1 You will indemnify us for any and all claims, costs, losses, expenses and liabilities which we may suffer or incur as a result of any Transaction between you and any Cardholder. This includes claims, costs, losses expenses and liabilities which arise indirectly from the Transaction.
- 22.2 You will at your own expense provide us with all information and assistance which we may reasonably require in relation to any Transaction between you and any Cardholder. You have the right to decide whether or not to resist or defend any claim made against us by any Cardholder or whether to compromise any such claim. If you do decide to resist or defend a claim, we will investigate the reasons for this but our decision will be binding on you.
- 22.3 It is your responsibility to prove that any Transaction was authorised by the Cardholder.

23. General Indemnity

Except where this Agreement says otherwise, you will indemnify us for any claims, losses, costs, expenses and liabilities (including any Card Scheme or regulatory fines for non-compliance or any breach of confidentiality under clause 30) which we may incur as a result, directly or indirectly, of anything done or not done by you or any person acting on your behalf.

24. Allocation of Risk

- 24.1 We will pay all sums due to you under the terms of this Agreement.
- 24.2 We will have no liability to pay you for (i) any indirect, consequential or special loss; or (ii) any of the following, whether direct, indirect or consequential:
 - 24.2.1 loss of profit;
 - 24.2.2 loss of revenue, loss of production or loss of business;
 - 24.2.3 loss of goodwill, loss of reputation or loss of opportunity;
 - 24.2.4 loss of anticipated savings or loss of margin;
 - 24.2.5 loss of bargain;
 - 24.2.6 costs relating to wasted managerial, operational or other time;
 - 24.2.7 loss of or corruption of data or information;
 - 24.2.8 claims made against you by third parties.
- 24.3 Subject to Clauses 24.1 and 24.2 above, our maximum aggregate liability for all claims or losses, whether arising in contract or tort (including negligence and breach of statutory duty) or otherwise, will not in any calendar year exceed the lesser of £100,000, or the amount of fees paid by you to us under Clauses 18.1.1 and 18.1.2 in the relevant calendar year in which the claim arises.
- 24.4 Nothing in this Agreement will exclude or limit any liability of any party for fraud; or for death or personal injury caused by negligence; or for breach of any obligations implied by statute.

25. Joint and Several Liability

If you comprise of more than one person then the liability of such persons will be joint and several.

26. Security

- 26.1 If any part of Lloyds Banking Group holds security in respect of any liabilities of yours to us, then any sums due from you to us under this Agreement will be secured upon such security.
- 26.2 Lloyds Bank plc may set off, against any sums due from Lloyds Bank plc (whether or not in connection with this Agreement) to you, any sums due from you to us or which in our reasonable opinion are likely to fall due but to remain unpaid by you.
- 26.3 We may at any time by notice require you to give security, in a form we will determine, in respect of all sums due at any time under this Agreement or any loss or damage that we may suffer under this Agreement (including any past, present or future Chargeback risk). You must comply with our request within the timescale specified in the notice. For the avoidance of doubt, we may notify you before or upon termination of this Agreement that we require you to provide security for a period of time after termination of this Agreement. We will retain this security until such time that we reasonably consider that we no longer require the security in respect of sums due at any time or any loss or damage that we may suffer in connection with this Agreement.

27. Changes to this Agreement

- 27.1 We may make changes to this Agreement at any time for any reason. For example, (typically but not exclusively), we may make changes to comply with changes to the law, rectify errors, improve security, change the scope of the Services that we provide or to take account of reorganisations within Lloyds Banking Group.

- 27.2 If we do make changes to these terms and conditions, we will give you at least two months' written notice before the changes come into effect, unless the changes are required due to a change in relevant legislation or regulations and we are prevented from giving you two months' written notice. In those circumstances, we will give you as much written notice as possible.
- 27.3 We will notify you of changes to this Agreement by post, by e-mail, through any online service which you receive from us or in any other way which we have agreed with you. In the notice, we may direct you to the Website where the most recent terms and conditions are posted. During the period before a change comes into effect, you may reject the change, provided you notify us of this in writing. In such circumstances, your notice of rejection of the change will be deemed to be a notice that you wish to stop receiving the Services and the Agreement will terminate immediately. You will not incur any additional charges as a result of choosing this course of action. If you do not notify us before a change comes into effect, we will treat you as if you have accepted the relevant change.
- 27.4 If we add new products or services to the Agreement or add to the ways in which you can use the Services (and this does not otherwise change your Agreement with us), this will not be treated as a change and, as a result, we will not be required to give you two months' written notice of this.

28. Other Agreements

You agree that you will promptly notify us if you have any existing arrangement, or intend to enter into a new arrangement, with any other merchant acquirer providing card acquisition services.

29. Supplemental Facilities

Meaning of the words we use

Supplemental Facility	Each additional facility we may provide to you such as a new outlet or method of payment e.g. e-commerce. This may either be a current facility or a new facility which may have terms and conditions which apply directly to that facility in addition to those set out in this Agreement.
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- 29.1 If we agree to allow you to use any Supplemental Facility, then you will comply with any instructions which relate to the facility. These instructions will form part of this Agreement.
- 29.2 If this Agreement is terminated at any time, whether by us or by you, any Supplemental Facility will also automatically be terminated.
- 29.3 You may stop using any Supplemental Facility by providing us with one month's written notice; the Services and any remaining Supplement Facilities will continue to be provided on the terms and conditions set out in this Agreement.

30. Confidentiality

Meaning of the words we use

Affiliate	In relation to us, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with us and which includes Cardnet Merchant Services Limited (a company registered in England with company number 735844).
Control	The ability to direct the affairs of another whether by ownership of 25% or more of the issued shares, by contract or otherwise (whether directly or indirectly) and "Controlled" and "Controlling" will mean the same.

- 30.1 You will not (and will ensure that none of your Agents) compile, use or disclose to any third party any list of Cardholders or Card numbers or any other information relating to Cardholders, or any information relating to our business.

- 30.2 Subject to Clause 30.3, we will treat information we hold about you in connection with this Agreement as confidential. We will only disclose this information outside the Lloyds Banking Group:
- with your consent;
 - to our Agents in connection with this Agreement; or
 - if the law requires or permits.
- 30.3 We may disclose information about your business to the police, Card Schemes, Affiliates, any trade association for payment institutions providing payment services (including the UK Cards Association or any successor body) or any other investigating body for use in the prevention or detection of fraud or other criminal activity, or to any credit reference agency which we also use as a source of information.

31. Termination

- 31.1 This Agreement will continue until you or we end it.
- 31.2 This Agreement may be terminated by you:
- 31.2.1 at any time for any reason. If you wish to terminate, you will need to give us one month's written notice. This needs to be in writing by post or email unless otherwise agreed between you and us; and
- 31.2.2 where you want to terminate this Agreement within six months of the start date of the Agreement in accordance with Clause 31.2.1, you will pay the Early Termination Fee as set out in Part 8 of the Merchant Specific Conditions. For the avoidance of doubt, if a longer period than six months is stated in the Merchant Specific Conditions, the period stated in this clause 31.2.2 will apply.
- 31.3 This Agreement may be terminated by us:
- 31.3.1 at any time for any reason by giving you not less than two months' written notice (provided that we may also give you any other notice we are required to give you by law) including where you have failed to use the Service for a period of 12 months or more from the date on which the last Transaction was made;
- 31.3.2 immediately if any of the circumstances set out below has occurred:
- 31.3.2.1 you breach the Agreement or any other agreement with us in a serious way;
 - 31.3.2.2 you repeatedly breach the Agreement or any other agreement with us;
 - 31.3.2.3 we suspect fraud or criminal activity in the opening or operation of the Services;
 - 31.3.2.4 you do anything which we reasonably believe will damage our reputation;
 - 31.3.2.5 you use, or we reasonably believe that you are using the Services improperly;
 - 31.3.2.6 you fail to pay any amounts that are due to us under the Agreement;
 - 31.3.2.7 you breach or attempt to breach, or we reasonably believe that you have breached or are attempting to breach, any applicable law or regulation;
 - 31.3.2.8 we are required to do so in order to comply with legal, fiscal or regulatory changes;
 - 31.3.2.9 you process a Transaction for your own Card or any Card, without the sale of any goods or services;
 - 31.3.2.10 we are required by any Card Scheme to terminate the Agreement;
 - 31.3.2.11 you fail to validate your compliance with PCI DSS in accordance with Clause 15.1;

- 31.3.2.12 where your ratio of fraudulent Transactions to total Transactions has exceeded such level as we may be specified by us from time to time in respect of any identified period;
 - 31.3.2.13 where you are carrying on a type of business that a Card Scheme has declined and/or declines to process Transactions for;
 - 31.3.2.14 proceedings are commenced or a petition is presented or an order is made or an effective resolution is passed for the winding up of you or if you are or become insolvent or stop or threaten to stop payment of your debts generally or are deemed unable to pay such debts (whether within the meaning of Section 123 of the Insolvency Act 1986 or otherwise) or (being a natural person) are deemed unable to pay your debts or as having no reasonable prospect of doing so, in either case, within the meaning of Section 268 of the Insolvency Act 1986, or (being a partnership) have any partner to whom any of the foregoing apply or your directors become obliged to convene a meeting pursuant to Section 656 of the Companies Act 2006 or an application is made in connection with a moratorium or a proposal to creditors for a voluntary arrangement is made by you or you take any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness; or
 - 31.3.2.15 a receiver, administrator or similar official is appointed of any of your assets or undertakings; or an administration application is presented or made for the making of an administration order in relation to you; or a notice of intention to appoint an administrator under Schedule B1 to the Insolvency Act 1986 is issued by you or your directors or by the holder of a qualifying floating charge (as defined in such Schedule); or a notice of appointment of an administrator is filed by any person with the court in relation to you.
- 31.4 If you become aware that any of the circumstances set out in clause 31.3 have occurred, or if you believe that they will occur, you must notify us immediately.
- 31.5 Termination of this Agreement, whether under this Clause 31 or another, will not affect your obligations in particular Clauses 18, 19, 23, 24, 25, 26, and 30 and 31 will remain in full force and effect.
- 31.6 If this Agreement is terminated by us under Clause 31.3, we may notify the Card Schemes and/or credit references agencies of the termination and the reasons for such termination.
- 31.7 If this Agreement is terminated you must promptly:
- 31.7.1 return to us (or our Agents) any materials supplied by us, our Agents or any other entity in the Lloyds Banking Group in relation to this Agreement; and
 - 31.7.2 pay us all amounts owed by you under this Agreement. Any amounts paid by you in advance shall be reimbursed proportionally.
- 31.8 After the date of termination of this Agreement, you must not use our names or our Agents' names, or any of our trade marks or logos or any promotional materials we or our Agents have provided to you or which refer to us or the provision of merchant services by us to you.
- 31.9 Instead of terminating your Agreement, we may agree with you that you will make improvements or changes to your business, processes and policies and/or training. We will choose whether to allow this and whether the planned improvements remedy any breach or potential breach of this Agreement..

32. Assignment

- 32.1 You may only transfer any of your rights and obligations, or sub-contract any of your obligations, under the Agreement to another person if we agree in writing.

- 32.2 We may transfer any of our rights and obligations under the Agreement to another person without your consent. You agree that you will promptly complete all documents that we reasonably require in order to make a transfer effective. We may also sub-contract any of our obligations under the Agreement to another person without your prior consent.

33. Force Majeure

- 33.1 You and we will not be responsible if you or we (or our sub-contractors or Agents) are unable to perform any obligations under the Agreement, or if you or we are delayed in doing so, due to abnormal and unforeseeable circumstances beyond your or our control provided that the consequences were unavoidable despite all efforts to the contrary.
- 33.2 Some examples of where circumstances may be beyond your or our control are typically (but not exclusively) industrial action, riots, invasions, terrorist attacks, threat of terrorist attacks, war, hostilities, rebellion, local or national emergency, civil commotion, fire, explosion, storm, flood, earthquake, accident, epidemic, natural disaster, acts or omissions of third parties, failure or fluctuation of a power supply or a breakdown or failure of telecommunications networks, equipment or software.
- 33.3 We will not be responsible if we are unable to perform any of our obligations under the Agreement, or if we are delayed in doing so, where we are required to act in a certain way due to legal or regulatory requirements.

34. Notices

- 34.1 You can contact us by post addressed to us at Lloyds Bank Cardnet, Phoenix House, Christopher Martin Road, Basildon, Essex SS14 3EZ or by email.
- 34.2 Unless the Agreement states that we will contact you in a particular way in relation to a specific type of notice or we are required by law to contact you in a particular way, we can contact you by post, by telephone, email, through a broadcast message on an online service that we provide to you or by posting a notice on our Website.
- 34.3 If we are sending a copy of a notice to you, we will only send one copy. This applies even if the Agreement is held in the names of two or more persons.
- 34.4 Any information and communications that are provided to you or made available to you relating to the Agreement will be in the English language.
- 34.5 We will use your contact details and appropriate secure procedures to let you know if we suspect fraud or a security threat, or if there has been a major operational or security incident which may affect you.

35. No Third Party Rights

No third party will have any rights under, or be able to enforce, all or any part of this Agreement.

36. General

- 36.1 This Agreement is governed by English law, and jurisdiction over disputes will be exclusively vested in the Courts of England.
- 36.2 You can ask us for a copy of this Agreement at any time.
- 36.3 No failure or delay by us in exercising any right under this Agreement will be construed as a waiver or release of that right unless expressly agreed otherwise in writing.
- 36.4 If any provision of this Agreement is or becomes illegal or unenforceable, it will be deemed deleted from this Agreement, but all other Clauses will remain valid.

- 36.5 You explicitly consent (and have obtained the explicit consent of any individual whose personal information you provide to us) to us accessing, processing and retaining any personal information that you provide to us for the purposes of providing payment services to you. This won't affect any rights any of us have under data protection legislation. You can withdraw your consent by ending your agreement with us.

Part B

B1 – Additional Fees

This sets out the fees we reserve the right to charge you under Clause 18 of Part A.

1. A fee of £15 will be charged on each occasion a Direct Debit request is rejected by your bank. You should contact your bank if you believe a Direct Debit request may have been rejected incorrectly.
2. A fee of £30 will be charged in respect of each Chargeback which occurs after the total value of Chargebacks in any month exceeds 1% of the total value of your Transactions measured in that month for Visa and Mastercard Card Transactions.

This fee is in addition to any Chargeback Fee set out in Part 8 of the Merchant Specific Conditions and any amount payable by you in respect of any fees, fines or other charges payable by us to a Card Scheme or any other person under Clause 18 of Part A.
3. A fee of £50 will be charged each time unusual or unauthorised activities on, or operation of, your account lead to us taking action to remind you of, or provide guidance as to your responsibilities under the Cardnet Merchant Agreement.
4. A fee of £50 will be charged when you add an additional outlet.
5. A fee of £50 will be charged where you notify us that you have or you are about to undergo a change of name or legal entity.
6. A fee of £150 per request will be charged for provision or extension of multi-currency facilities.
7. A fee of £50 per request will be charged for provision or extension of e-commerce facilities.
8. A fee of £50 per request will be charged for provision or extension of Card Not Present facilities.
9. A management fee of £75 per hour may be charged where unusual or unauthorised activities on, or operation of, your account leads us to take steps to manage your account.
10. A fee relating to your non-compliance with Final Authorisation (as defined in the Mastercard Rules) as follows:
 - 10.1 a non-compliance fee of 0.25 per cent per non compliant transaction amount ; and
 - 10.2 a standard monthly £250 non-compliance fee.
11. An Early Termination Fee of £200 may be charged pursuant to Clause 31.2.2 in Part A of this Cardnet Merchant Agreement.

B2 – Mail/Telephone Transactions

Where you have indicated that you wish to accept Mail/Telephone Transactions for receiving payment for the goods and services, and we have agreed to this, or if you submit Mail/Telephone Transactions without our prior written consent, the following conditions will apply in addition to those at Part A above. If there is any inconsistency, this Part B2 will take priority.

1. You confirm that:
 - 1.1 you will not request Card details to be submitted by e-mail, or over the Internet, and then input a Transaction as a Card Not Present Transaction to a Terminal; and
 - 1.2 you will request Authorisation in the way set out in Part A. If you accept Cards in breach of the Merchant Operating Manual, we reserve the right to terminate the Services immediately.
2. It is your responsibility to verify the Cardholder's address and ensure that the goods are dispatched to this address.

B3 – E-Commerce Transactions

Where you have indicated that you wish to accept E-Commerce Transactions, for receiving payment for goods and services and we have agreed to this, or if you submit any E-Commerce Transactions without our prior written agreement, the following conditions apply in addition to those in Part A above. If there is any inconsistency, this Part B3 will take priority.

Meaning of the words we use

Additional Verification Protocol	The process we use to meet Strong Customer Authentication requirements (the requirement for two factor authentication under Regulation 100 of the Payment Services Regulations 2017) which may include the Three-Domain Secure protocol developed by Visa and Mastercard (including "Verified by Visa [®] " and "Mastercard SecureCode [®] "), the "safe key" provided by American Express, ProtectBuy [®] from Discover [®] Global Network and such other programmes notified by us from time to time.
Card Security Code	The three or four digit security code located in the signature strip and specified on the front or on the reverse of a Card.

1. You confirm that:
 - 1.1 you will not, and you will also ensure your Agents and customers do not, use any website in any way which might jeopardise the integrity, confidentiality, or security of your or your Terminals, associated equipment, any computer system, servers or network used by you to communicate with us or with Cardholders or other computer systems including through disabling devices and unsolicited e-mails;
 - 1.2 you will display and maintain an appropriate privacy policy on each website and provide information on the website's security capabilities. The privacy policy and information on security capabilities must be in accordance with the requirements in all applicable laws, regulations and codes of practice; and
 - 1.3 you will operate within all legal and regulatory requirements which may apply and will meet all Card Scheme requirements for E-Commerce Transaction acceptance advised to you by us.

2. You confirm that only those goods and services specified in Part 2 of the Merchant Specific Conditions, or subsequently agreed by us in writing, will be offered on your website and you agree that if we consider that any goods or services offered may affect us or the Card Schemes reputation, we may stop accepting Transactions immediately.
3. We reserve the right to require you to undertake Transactions using Additional Verification Protocol. If, when requested, you fail to implement Additional Verification Protocol within a timescale acceptable to us, your right to process Transactions may be terminated immediately. When using Additional Verification Protocol you must comply with any instructions given by us and must not under any circumstances whatsoever retain any Card Security Code data in respect of any Transaction but must destroy that data upon completion of the Transaction.
4. If your website does not meet the content standards specified in Merchant Operating Manual, we reserve the right to terminate the Agreement immediately.
5. It is your responsibility to verify the Cardholder's address and ensure the goods are dispatched to this address.

B4 – Lloyds Bank Online Payments

Where you have indicated that you wish to process E-Commerce Transactions through your website using Online Payments, the following conditions will apply in addition to those set out in Part A above and the Mail/Telephone Transactions terms set out in Parts B2 and 3 above. If there is any inconsistency, this Part will take priority.

Meaning of the words we use

API	An "application program interface" which you or a third party appointed by you uses to host the internet payment pages necessary to facilitate your use of Online Payments.
Connect	The internet payment pages which we host for you in order to facilitate your use of Online Payments.
Online Payments or Pay by URL	A transaction processing gateway enabling a Merchant to process payment transactions with their customers through their website and/or a Virtual Terminal (where applicable).
Virtual Terminal	An online portal you input Cardholder data to so that Mail/Telephone Transactions can be processed using Online Payments or Pay by URL.
Pay by URL	Additional feature within the Virtual Terminal that allows you to generate a URL that can be emailed to a Cardholder for payment.

1. You confirm to us that you have the required consent from any individuals to hold personal data relating to them and to pass the data to us for processing in accordance with this Agreement. You will indemnify us in respect of any and all claims, costs, losses, expenses and liabilities which we may suffer or incur which in any way, directly or indirectly, arise from or relate to any breach of your confirmation and/or your failure to have the required consents in place.
2. The parties acknowledge that for the purposes of Part B7, all Transactions made through Online Payments are Qualifying Transactions.
3. Where you use Connect to host the internet payment pages:
 - 3.1 we are responsible for ensuring that Connect and the internet payment pages hosted using Connect are PCI DSS Level 1 compliant in respect of the collection and storage of Cardholder data and/or Transaction data and will engage with the PCI SCC to the extent necessary to achieve this; and
 - 3.2 you must undertake all Transactions using Additional Verification Protocol, unless otherwise agreed in writing with us.

4. Where you use an API to host the internet payment pages:
 - 4.1 you are responsible for ensuring that the API and the internet payment pages hosted using the API are PCI DSS Level 1 compliant in respect of the collection and storage of Cardholder data and/or Transaction data and will engage with the PCI SSC to the extent necessary to achieve this; and
 - 4.2 you must undertake all Transactions using Additional Verification Protocol, unless otherwise agreed in writing with us; and
 - 4.3 you must comply with any instructions given by us on use of Additional Verification Protocol and must not under any circumstances retain any Card Security Code data in respect of any Transaction and must destroy that data upon completion of the Transaction.
5. You confirm to us that you:
 - 5.1 will not, and will also ensure that your Agents and customers do not, use Connect, an API or any other website in any way which might jeopardise the integrity, confidentiality or security of your or your agent's Virtual Terminals, associated equipment, any computer system, servers or network used by you to communicate with us or with Cardholders or other computer systems including through disabling devices and unsolicited emails; and
 - 5.2 will display and maintain an appropriate privacy policy on your website and provide information on your website's security capabilities. The privacy policy and information on security capabilities must be in accordance with the requirements in all applicable laws, regulations and codes of practice.
6. You agree that it will operate within all legal and regulatory requirements which may apply and will meet all Card Scheme requirements for E-Commerce Transactions and Mail/Telephone Transaction acceptance advised to you by us.
7. If your website does not meet the content standards specified in the Merchant Operating Manual, we reserve the right to terminate the Agreement immediately.
8. If you fail to comply with your obligations in paragraphs 4, 5, 6 and 7 and a Data Security Event occurs (whether as direct or indirect result of your breach) you will indemnify us for any and all claims, proceedings, actions, complaints, fines, liabilities, penalties or demands from third parties (including without limitation Cardholders, Card Schemes, Payment Service Providers or the PCI SSC) and any losses, damages, costs or expenses directly or indirectly arising out of or in connection with any Data Security Event in full.
9. You confirm that only those goods and services specified in Part 2 of the Merchant Specific Conditions, or subsequently agreed by us in writing, will be offered on your website and agree that if we consider that any goods or services offered may affect our or the Card Schemes' reputation, we may stop accepting Transactions immediately.
10. It is your responsibility to verify the Cardholder's address and ensure that the goods are dispatched to that address.

B5 – Polling

Meanings of the words we use

Meaning of the words we use

Polling Bureau	The account information service provider acting on your behalf (for example, a Payment Service Provider).
Polling Service	The collection of Transaction Data from your Terminal or your Polling Bureau.

Where you have indicated that you wish us to provide the Polling Services and we have agreed to this, the following conditions will apply, in addition to the Part A. If there is any inconsistency, this Part will take priority. Polling Service

- 10.1 We will provide (or procure the provision of) the following services (the Polling Services, as follows):
- collection of Transaction Data from your Terminals (or your Polling Bureau) six days per week from Monday to Saturday between midnight and 6.00 am; and
 - if there is a failed poll, we or our Agent will attempt to re-poll two further times.

11. Your responsibility

- 11.1 You will:
- check your Data Capture Equipment and Software each morning to identify whether the Transaction Data submitted the previous day has been successfully polled by us;
 - inform the Polling Bureau as soon as possible of any error in the transmission of Transaction Data, or any other matter which may affect the provision of the Polling Service or our (or our Agents') ability to collect Transaction Data as described by paragraph 1; and
 - supply and be responsible for all power and telecommunications links for the Data Capture Equipment and Software, and we will not be under any obligation to provide the Polling Service if such links are not in place.

12. Payment

You will pay us the "Polling Fee per Terminal per Month" as set out in Part 8 of the Merchant Specific Conditions.

B6 – Dynamic Currency Conversion and Multi-Currency

Dynamic Currency Conversion

Where you have indicated that you wish to process Transactions in the currency of the country where the Card was issued, the following conditions will apply, in addition to those set out in Part A. If there is any inconsistency, this Part will take priority.

Meaning of the words we use	
Additional Currency	Any currency we may notify you of.
Currency Transaction	A Transaction where the Cardholder requests that it is made in the local currency of the country in which the Cardholder's Card is issued and is not the UK.
Dynamic Currency Conversion or DCC	A service to have funds equal to the value of the goods or services which a Cardholder wishes to buy from you converted from the currency of the country in which you are located to the currency of the Cardholder's Card.
Dynamic Currency Conversion Provider (DCCP)	A third party provider of the DCC Service approved by us.
Dynamic Currency Conversion Service (DCC Service)	The facility to allow Cardholders to enter into Transactions with you in the Additional Currency of the country in which the Cardholder's Card was issued.
Foreign Currency Fee	The percentage sum applied to the local currency equivalent of each Currency Transaction which will be paid to the Merchant by (DCCP).
System	Your system complying with any specifications we may notify you of so you can accept Currency Transactions.
Transaction Cut-Off Time	9pm on any Business Day.

1. Where we agree in writing that you may accept Currency Transactions, you must complete an additional contract with a DCCP approved by us. You agree that:
 - 1.1 we are not responsible for any losses which may occur as a result of you entering into a contract with a DCCP and/or allowing the DCCP to handle Transactions on your behalf;
 - 1.2 you will be liable for any Card Scheme fines arising from any breach or non-compliance of the Rules resulting from the use of the DCC Service; and
 - 1.3 where you experience any difficulty with the DCC Service or the payment (or non-payment) of your Foreign Currency Fee, you will contact the DCCP. Your Foreign Currency Fee is payable by the DCCP and we are not liable for this payment.
2. To help you with the DCC Service, DCCP will provide or make available to you via your System, the exchange rate for Sterling against each Additional Currency.
3. For each Currency Transaction you must use the most recent exchange rate provided by us for the applicable Additional Currency.
4. For Currency Transactions, we will pay you all sums submitted in relation to Currency Transactions in Sterling, at the exchange rate applicable on the day of the Currency Transaction (less the amount of any Refunds and any Transactions which are rejected or not accepted by us).
5. If there is a Chargeback for a Currency Transaction, the Chargeback will be converted to Sterling using the exchange rate which was used for the original Currency Transaction and charged back to you.

6. Any Refund for an earlier Currency Transaction must be made at the equivalent Sterling amount of the Currency Transaction. The Refund will be converted by us at the exchange rate applicable on the day we process the Refund and this amount will be paid as a Refund to the Cardholder.
7. The level of your Foreign Currency Fee may be varied by us in accordance with the terms of the Merchant Agreement. All Currency Transactions will be subject to the charges as set out in the Merchant Specific Conditions.
8. You will submit all Transaction Data for Currency Transactions electronically using your System.
9. Transaction Data must be submitted before the Transaction Cut-Off Time on the day the Transaction was made.
10. If your System fails to operate, you must not accept any Currency Transactions.
11. You will provide any Cardholder wishing to enter into a Currency Transaction, with any information we may provide to you. This will include:
 - 11.1 the exchange rate applicable to the Currency Transaction; and
 - 11.2 the Sterling equivalent amount of the Currency Transaction.
12. We reserve the right to terminate the DCC Service immediately if:
 - 12.1 you accept Currency Transactions which are not in line with the procedures set out in the Merchant Operating Manual, or
 - 12.2 we are required to do so by any Card Scheme.

Multi-Currency

Meaning of the words we use

Multi-Currency Transaction	A Transaction which is not in pounds sterling.
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Where you have indicated that you wish to accept Multi-Currency Transactions and we agree to provide this additional facility, the following conditions will apply, in addition to the General Conditions in Part A.. If there is any inconsistency, the conditions set out in this Part will take priority in relation to Multi-Currency Transactions.

1. The types of currencies which you are authorised to accept and the applicable fees and charges to be paid by you will be provide when we agree to provide multi-currency services.
2. Settlement for a Multi-Currency Transaction will be calculated using the exchange rate applied by us at the time of conversion.
3. The fees and charges payable will be converted from the settlement currency to Sterling and we will use the exchange rate applying at the time the monies are converted.
4. **NOTE: Exchange rates for these currencies are subject to fluctuation.**
5. Transaction Data files will be delivered to us in the format communicated to your PSP/software company by no later than 02.00 a.m. each day.

Find out more



Go to lloydsbankcardnet.com



Call us on 01268 567100

lines open from 8.00am-6.00pm
Monday to Saturday

Please contact us if you'd like this in an alternative format such as large print, Braille or audio.

Important Information

Calls may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Please remember we cannot guarantee the security of messages sent by email.

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This information is correct as of October 2020.

Our service promise

If you experience a problem, we will always try to resolve it as quickly as possible. Please bring it to the attention of any member of staff. Our complaints procedures are published at lloydsbankcardnet.com/contactus



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