



# PayPoint Switcher Promotion Terms and Conditions

Version 1- November 2021

These Terms and Conditions (“**Terms**”) govern this promotion offered by PayPoint Network Limited (“PayPoint”) in to retailers entering into a new acquiring agreement from 1 November 2021.

These Terms are considered as “other documentation” pursuant to Section 1 Clause A.2.5(f) and Section 2 Appendix A Clause 6.1 of your General Retailer Agreement. Any capitalised terms used here and not defined herein are as set out in the General Retailer Agreement.

Please read the following Terms carefully and keep a copy for your information.

## 1. Eligibility

In order to be an eligible participant for the Switcher Promotion, you must meet one of the following eligibility criteria:

- (A) Be a retailer who:
  - i. receives merchant acquiring services and corresponding PINpad terminal equipment from a provider other than PayPoint or another member of the PayPoint group (“**Current Acquiring Agreement**”) and
  - ii. is able to provide a monthly merchant statement that clearly indicates the PINpad terminal rental fee; **OR**
  
- (B) Be an existing PayPoint Agent who
  - i. is using the PayPoint EPOS platform
  - ii. has a Current Acquiring Agreement, and
  - iii. is able to provide a monthly merchant statement that clearly indicates the PINpad terminal rental fee; **OR**
  
- (C) Be an existing PayPoint Agent who:
  - i. is using the PayPoint EPOS platform;
  - ii. is contracted to receive merchant acquiring services from an acquirer approved by PayPoint and has contracted with PayPoint as your card processing service provider;
  - iii. are not currently conducting any card transactions using PayPoint as your card processing service provider;
  - iv. who also has a Current Acquiring Agreement, and
  - v. is able to provide a monthly merchant statement that clearly indicates the PINpad terminal rental fee for the PINpad terminal associated with the Current Acquiring Agreement.

For details of the PayPoint group, visit <https://corporate.paypoint.com/our-company/group-companies>

## 2. Promotion

PayPoint Agents and retailers who meet the Eligibility criteria and elect to participate in the Switcher Promotion shall be entitled to submit a claim for a payment by PayPoint totalling the sum of your cancellation or exit fees for your primary existing card acquiring facility and associated PINpad terminal (“**Exit Fees**”), subject to these Terms.

## 3. Participation

- 3.1 To participate in the Switcher Promotion, you must:
  - (a) enter into merchant acquiring services agreement with an acquirer approved by PayPoint (“**New Acquiring Agreement**”) if you have not already done so;
  - (b) have an agreement with PayPoint to provide a PINpad terminal and have the PINpad terminal connected;

- (c) have completed all necessary documentation in order for PayPoint to provide card processing services to you;
  - (d) agree to make PayPoint's approved acquirer your principal provider for merchant acquiring services and, in conjunction, have PayPoint as your principal card processing service provider; and
  - (e) have performed your first successful card transaction using the PINpad.
- 3.2 Within 2 months of performing your first successful card transaction (in accordance with clause 3.1(e)), you must also:
- (a) have conducted successful card transactions using the PINpad for at least fourteen (14) consecutive days; and
  - (b) have submitted your claim (details on how to make your claim are below).

**4. How to Claim**

- 4.1 In order for eligible participants to make a claim under these terms, you must provide PayPoint with the following documents:
- (a) a final invoice/settlement quote from Current Acquiring Agreement detailing your Exit Fees; and
  - (b) a recent statement from your Current Acquiring Agreement (dated within the last 3 months);

These should be provided via email to the following address: [switching@paypoint.com](mailto:switching@paypoint.com)

- 4.2 PayPoint may request further information or documentation, as may reasonably be required, in order to assess and process your claim, if successful.
- 4.3 Any claims submitted after the time period specified in clause 3.2 will not be valid and as such, no payment shall be made.
- 4.4 By making a claim, you agree to be bound by these Terms and that you are not restricted from complying with these terms in any way.

**5 Payment**

- 5.1 Payment shall be made to you alongside your weekly PayPoint commission and will be itemised on your self-billing invoice as 'Switcher Promotion'.
- 5.2 PayPoint reserves the right to recover any payments made in accordance with these Terms immediately in the event:
- (a) You notify us of your intention to and/or terminate your New Acquiring Agreement and close your merchant acquiring account;
  - (b) You cease using your PayPoint provided PINpad for a period of at least 30 consecutive days.
- 5.3 All sums due to be recovered under clause 5.2 above shall be calculated based on the length of time that has passed since the first transaction, in accordance with the following:

0 - 6 months of the first live transaction	100% repayment
7 - 12 months of the first live transaction	75% repayment
13 - 18 months of the first live transaction	50% repayment
19 - 24 months of the first live transaction	25% repayment

## **6 Other Important Terms:**

- 6.1 The switching payment shall cover only the Exit Fees for the termination of one of your existing acquiring facilities and the associated PINpad terminal (regardless of whether you have more than one acquiring services supplier). The payment shall not include any other costs or charges of any kind (including but not limited to, outstanding fees or charges on your account and costs incurred in respect of returned or non-returned equipment).
- 6.2 The value of the payment shall be capped at a maximum of £1,000. PayPoint reserves the right to pay only a proportion of your Exit Fees of your Current Acquiring Agreement based on an assessment of your acquirer statement. In conducting the assessment, PayPoint shall consider a number of factors, including but not limited to, monthly turnover and whether you obtain your Current Acquiring Agreement directly or through a third party.
- 6.3 Responsibility is not accepted for any submitted claims that are damaged, lost or delayed as a result of any computer hardware, network or software failure of any kind. PayPoint reserves the right to reject any claim at its sole discretion.
- 6.4 PayPoint reserves the right to verify the eligibility of all claims and may, in its sole discretion, refuse to pay the switching fee if the customer fails to satisfy any eligibility requirements set out in these Terms or where we suspect that a false or fraudulent submission is being made or misleading information has been given.
- 6.5 PayPoint does not accept any liability for lost or delayed payments, howsoever caused.
- 6.6 If you subsequently decide to cancel your New Acquiring Agreement, you will still be responsible for any charges you have incurred with the new acquirer. Please see the terms for the relevant New Acquiring Agreement for details of any charges or payments due including, but not limited to, charges on termination.
- 6.7 The decision of PayPoint is final in all respects and no dispute will be entered into.
- 6.8 This offer is not transferable and cannot be exchanged for other alternatives.
- 6.9 To the extent that you have supplied personal data in relation to this promotion, such personal data shall be used exclusively for the administration of activities in relation to this promotion only. For the avoidance of doubt, this will not change or amend any standing personal information you may have previously provided in relation to other products or services provided by PayPoint, or the use of such information in relation to such products or services.
- 6.10 PayPoint will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with the Switcher Promotion or these terms, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
- 6.11 You agree to be bound by these Terms and conditions and confirm that all information provided is accurate, up-to-date and complete to the best of your knowledge and ability.
- 6.12 PayPoint reserves the right to withdraw or amend the promotion and/or these Terms at any time, details of which will be shared on <https://retailer.paypoint.com/support/product-t&cs>.
- 6.13 These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.



**PayPoint**

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6.14 These terms and conditions shall be governed by English law and the English courts shall have exclusive jurisdiction.

In these Terms, references to PayPoint shall mean, PayPoint Network Limited, 1 The Boulevard, Shire Park, Welwyn Garden City, AL7 1EL.