

User Terms and Conditions

1. Who we are.

- 1.1. These Services are provided by PayPoint Payment Services Limited ("PayPoint") a company registered in England and Wales (company number 08633289) with our registered office at 1 The Boulevard, Shire Park, Welwyn Garden City, Hertfordshire, AL7 1EL. We are part of the PayPoint Plc group.
- 1.2. We are authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 as an authorised payment institution with FRN 608277.

2. Definitions

- 2.1. To the extent the following are not already defined in these Terms the definitions shall apply;

Agent	An organisation appointed by the PayPoint to support the Services.
AIS	Account Information Services. A service that enables you to make an enquiry in relation to your Payment Accounts.
App	The application provided by PayPoint to enable you to access and use the Services.
Credentials	The identification processes and procedures agreed between you and your Payment Account Provider.
End-User	You are the End-User.
Merchant	An organisation providing goods or service using the Merchant Services described in this Agreement.
Open Banking	The service infrastructure provided by Pay.UK in conjunction with OBIE or such other organisation as may be responsible for the infrastructure from time to time.
PayPoint	PayPoint Payment Services Limited
Payment Account Provider	The organisation holding our bank account or similar.

PIS	Payment Initiation Services. A service that enables you to instruct us to send an instruction to your Payment Account Provider to make a payment on your behalf.
Services	The AIS enquiry or Payment Initiation Service provided under this Agreement.
Terms	The terms and conditions as specified in this Agreement.
You or Your	The End-User of the service.
We, Us or Our	PayPoint Payment Services Limited

3. Terms

- 3.1. These Terms apply to each time you use the Services through our applications or websites and/or the applications or websites of any of our Agents.
- 3.2. Each time you use the Services, you must agree to the Terms in force at that time, so please read these Terms each time you use the Services.
- 3.3. If you do not agree to these Terms, you cannot use any of our Services.
- 3.4. We may provide other products or services that have additional terms, which will apply and will become part of the agreement you have with us when you use those services.
- 3.5. We will use your personal data to make an Account Information enquiry or a Payment Initiation on your behalf. We will share this information with a Merchant if you wish us to do so and with your Payment Account Provider.
- 3.6. If you would like to know how we use your personal data, please read our Privacy Policy available at www.paypoint.com.
- 3.7. You can download a copy of these Terms from our website at www.paypoint.com or we can send you a copy if you use our contact form available on our website at www.paypoint.com.

4. What you can do

- 4.1. When you use our application and/or website or an application or website integrated to our Services, you can access and use our Payment Initiation Services ("PIS") and/or our Account Information Services ("AIS").

5. Payment Initiation Services:

- 5.1. We provide regulated payment initiation services ("PIS").

- 5.2. With your consent, and at your instruction, we instruct your payment account provider (e.g. your bank or credit card issuer) ("Payment Account Provider") to make a payment or payments from your selected payment account (your "Payment Account") to your chosen recipient.
- 5.3. When you want to make a payment using PIS, we will redirect you to your Payment Account Provider so you can provide them with your login and security credentials ("Credentials") and undergo authentication with them. We will never ask you to share your Credentials with us.
- 5.4. The Payment Account Provider will only act on the instruction to make the payment after you give them your Credentials and successfully authenticate with them.
- 5.5. When you choose to make a payment using our PIS product you will be directed to a page to select your Payment Account Provider and the Payment Account from which you wish to make payment. By selecting your Payment Account Provider and Payment Account, you consent to use the PIS product and instruct PayPoint to initiate a payment of your chosen amount to your chosen recipient, details of which will be clearly displayed on the account selection page.
- 5.6. After you select your Payment Account Provider and Payment Account, PayPoint will redirect you to your Payment Account Provider (either on a web browser, or your mobile banking application) who will ask you for your Credentials, which may include two factor authentication (e.g. a password and biometric credential such as a fingerprint). Neither PayPoint nor the Agent will be able to see or access your Credentials at any time.
- 5.7. Once your Payment Account Provider has confirmed authentication, we will instruct your Payment Account Provider to make a payment in accordance with your instructions (a "Payment Order").
- 5.8. Once you have authorised the payment with your Payment Account Provider, funds will usually leave your Payment Account immediately and, at the latest, within two hours.
- 5.9. We or the Agent will confirm the successful initiation of a Payment Order, but your Payment Account Provider (and not PayPoint) is responsible for executing it.
- 5.10. If we believe that the conditions set out in these Terms are not satisfied, or if it would be unlawful to initiate a Payment Order, we may refuse to do so.
- 5.11. If we refuse to initiate a Payment Order, we or the Agent will notify you through the App or service you are using, unless the law prevents us from doing so.

6. Account Information Services:

- 6.1. We may provide regulated Account Information Services ("AIS") directly to you or through our Agents.
- 6.2. This will enable you to access and view information relating to your Payment Accounts ("Account Information"), including through our Agents' apps or websites, in a consolidated form; and where relevant, to share that Account Information with those Agents and other third parties.

- ***Services Through an organisation who is our Agent.***

We may provide AIS through an Agent that is registered with the FCA as our agent for the provision of AIS. In those circumstances, we (and not the Agent) are responsible for the provision of AIS, although we may display consolidated Account Information to you through the Agent's app or website.

- ***Sharing data with another business at your instruction.***

We may provide AIS to you directly and, at the same time, and strictly in accordance with your instruction, share your account information with another business who will use your account information to provide a service that you have agreed to use (such as a credit reference service, or an affordability check). In these circumstances, we are responsible for the provision of AIS.

6.3. In order to use our AIS service, you will be directed to a page where you will be able to give your consent to PayPoint, select the Payment Account Provider and Payment Account you want to connect to, and the Account Information you want to access and, if relevant, share with Agents or other third parties.

6.4. When you confirm your consent, you instruct and give your consent to PayPoint to:

- access the Payment Account(s) and Account Information that you have selected, including, where relevant, when you do not actively request such Account Information (i.e. when you are not actively viewing the data or requesting a refresh of the data) and storing the Account Information temporarily before sharing it with any Agents or third parties you have selected. Any such copy of the data is permanently deleted after one (1) hour; and/or
- provide that Account Information to you, and share it with any Agents or third parties you have selected and instructed us to share data with.

6.5. After you select your Payment Account Provider and Payment Account, PayPoint will redirect you to your Payment Account Provider (either on a web browser, or your banking mobile application) who will ask you for your Credentials, which may include two factor authentication (e.g. a password and biometric credential such as a fingerprint) for authentication.

6.6. Neither PayPoint nor the Agent will be able to see or access your Credentials at any time. Once your Payment Account Provider has confirmed authentication, we will access your Account Information, provide it to you, and share it in accordance with your instructions to us.

6.7. The Account Information retrieved and shared may include your personal account details (such as name, address, email, phone number), transaction history, transaction amounts and descriptions, account name and number, currency, account balance, any overdraft balance, payment due dates and other information about your transactions. This will depend on the services being provided by the Agent through which you access our AIS service.

- 6.8. We will provide you with the Account Information retrieved in this way ourselves (where we provide AIS directly) or through our Agents' apps or websites (where we provide AIS through an Agent that acts as our agent).
- 6.9. At your instruction, and with your explicit consent, we will also provide that Account Information to Agents or other third parties in accordance with the provisions above.
- 6.10. You will need to renew PayPoint's access to your Payment Account(s) by authenticating with the relevant Payment Account Provider at least every 90 days, and every time you wish to access and/or share Account Information other than your account balance or transaction data relating to transactions occurring in the last 90 days.
- 6.11. When you have made an AIS request, we will display the details of the account selected by you. If you want information relating to another account held by you, please make a new request.
- 6.12. If we consider that the conditions set out in these Terms are not satisfied, or if it would be unlawful to provide you with AIS, we may refuse to do so.
- 6.13. If this is the case, we or the Agent will notify you through the App or website, unless the law prevents us from doing so.
- 6.14. We are responsible for any act of omission by an Agent under these Terms as if the act or omission had been made by us.
- 6.15. If you want to check if an organisation is one of our agents you can use the [FCA register](#) by typing in the agent's name and selecting "firm".

7. PayPoint Verification Services:

- 7.1. We may provide you and an Agent with our verification service ("Verification Services") which will enable you to share data obtained through the regulated AIS service described above with us to enable us to verify your identity on behalf of the Agent.
- 7.2. For the purposes of this Verification Service, the terms set out in "Account Information Services" above will apply in addition to those in this "PayPoint Verification Services" section.
- 7.3. In order to use our Verification service, the consent that you provide as part of the AIS Service will permit; (i) the sharing of the relevant Account Information with PayPoint and the Agent; and (ii) PayPoint to use that data for the purposes of verifying your identity against a separate set of data provided by the Agent.
- 7.4. Once PayPoint has cross-checked the AIS retrieved data against the data provided by the Agent, we will return a Verification Outcome to the Agent which will state whether the two data sets match, do not match or that insufficient information has been provided.
- 7.5. For the avoidance of doubt, the consent process, information shared and re- authentication process are all as set out in "Account Information Services" above.

8. PayPoint Merchant Services:

- 8.1. We may provide a Merchant with a merchant checkout service (the "Merchant Services") that lets you pay them for online products and services from your Payment Account.
- 8.2. To make this payment, you will use our regulated PIS to make a payment directly to the Merchant. Your payment will be immediately transferred to the merchant as payment for goods/ services.
- 8.3. If you are purchasing products or services from or through an Agent who has integrated with our Merchant Services and you select to pay, you will be directed to a page where you will be able to select the Payment Account Provider and Payment Account from which you wish to make payment. By selecting a Payment Account Provider, you instruct PayPoint to initiate a payment via PIS (i.e. submit an instruction to your Payment Account Provider to make a payment) to PayPoint for a specific amount (which will be clearly displayed in the account selection page).
- 8.4. After you select your Payment Account Provider and Payment Account, we will redirect you to your Payment Account Provider for you to provide them with your login and security credentials and undergo authentication with them, which may include two factor authentication (e.g. a password and biometric credential such as a fingerprint).
- 8.5. Neither PayPoint nor the Agent will be able to see or access your Credentials at any time.
- 8.6. If we believe that the conditions set out in these Terms are not satisfied, or if it would be unlawful to initiate a Payment Order, we may refuse to do so.
- 8.7. If we refuse to initiate a Payment Order, we or the Agent will notify you through the App or service you are using, unless the law prevents us from doing so.
- 8.8. Once your Payment Account Provider has confirmed authentication, we will instruct your Payment Account Provider to make a payment to PayPoint in accordance with your instructions.
- 8.9. Once your funds have been received, we or the Agent will confirm the successful initiation of a Payment Order.
- 8.10. No further payments will be initiated by PayPoint to the Agent (or executed by your Payment Account Provider to the Agent), unless you repeat the steps to make a further purchase.

9. Agents and Payment Account Providers

- 9.1. We are not responsible for any problems that you might have with the functionality or suitability of your Payment Account Provider (e.g. your bank or credit card issuer).
- 9.2. We are responsible for retrieving and transmitting your Account Information safe and securely but not for the content of your Account Information itself, which is the responsibility of your Payment Account Provider.

- 9.3. If you have any questions in relation to these, you should speak to the relevant Agent that provides the app and/or website that you are using, or to your Payment Account Provider.
- 9.4. Your use of the Agent's services and your Payment Account will also be subject to other terms and conditions - these Terms will not affect any of those terms. In particular, the Agent and your Payment Account Providers will have separate rules on data protection that will apply to your use of their services.
- 9.5. Once your Account Information is transmitted via our software to a Agent, that Agent becomes responsible for it.
- 9.6. We do not charge you as an End-User to use our Services, however, the Agent may charge you for use of their app or services. In turn, Agents may pay us fees for the services we provide to them.
- 9.7. Any Account Information that you choose to share as a result of using our Services will be encrypted with a multi-key encryption mechanism.
- 9.8. The Agent delivering the app or website will only be able to access this information if you have explicitly given them your permission to do so.

10. Consents and Permissions

- 10.1. We are providing the Services to you only and you should not share your access to the Services with anyone else.
- 10.2. By using the Services, you represent and confirm that:
 - you will not use our Services for any fraudulent, unlawful or abusive purpose;
 - the Credentials you use are your own and you are duly authorised to use the Credentials to connect your Payment Account(s) to our Services;
 - when you are using our AIS, you give us your explicit consent to retrieve and share Account Information from your selected Payment Account(s) with you and any Agent that you select;
 - when you are using our PIS (including any Merchant Services), you are giving us your consent to initiate a payment from your selected Payment Account(s) to your selected recipient.

11. Intellectual Property

- 11.1. PayPoint owns all rights, title and interest (including intellectual property rights) in and to the Services, our website and technology. If you choose to give us feedback or suggestions about any part of our Services, website or technology we may use them without any limitations.

12. Liability

- 12.1. We want you to get the most out of our Services and we will provide our Services with reasonable care and skill.

- 12.2. We aim to provide the Services in a timely manner but cannot guarantee that your Payment Account Provider will be available to respond to your requests. If we do not receive a response or if there is a problem with the Service we will notify you and/or publish details on our website and/or App.
- 12.3. We do not make the payment from your Payment Account but if the instruction sent by us to your Payment Account Provider is not correct due to an error on our part, we will notify your Payment Account Provider and work with them for you to be refunded. We will refund you with the payment if you do not receive a refund from your Payment Account Provider.
- 12.4. When you use the Payment Initiation service, we will provide you with details of the account you want to pay. You should check these to make sure you want to make the payment and the payment is to the right organisation or individual. Please take any warnings of a mis-match seriously. We will work with your Payment Account Provider to recover your payment if you make an error but we are not responsible for that error unless you have notified us prior to the Payment Initiation request being made.
- 12.5. Other than as expressly set out in these Terms or applied by law, any additional terms we introduce from time to time, or implied by consumer law, we do not make any particular commitments or promises to you about our Services. For example, we do not promise that the payment you want to make is suitable for your needs. This does not affect your statutory rights.
- 12.6. To the extent permitted by applicable law, we exclude all warranties other than in relation to us providing the Services with reasonable care and skill.
- 12.7. You agree that you will be liable for any losses to the value of the payment initiated where such losses are proved to be sustained by PayPoint as a direct result of your breach of these Terms. Unless you have been fraudulent, your liability to us will be limited to the value of the Payment Initiation or the cost of any remedial Account Information enquiry.
- 12.8. Other than as set out in these Terms or required by law, we are only responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of us breaching these Terms or failing to use reasonable care and skill in our provision of the Services. We are not responsible for any loss or damage that is not foreseeable or, to the extent permitted by law, for any indirect or consequential losses (including lost profits, lost revenue or financial losses) arising in the course of a business carried on by you.
- 12.9. PayPoint will not be responsible for any loss you may suffer as a result of your material failure to comply with these Terms or caused by matters beyond our reasonable control, for example, an interruption or failure of a utility service, pandemic, industrial action, natural disaster, explosion

or accident. We do not exclude or limit in any way our liability to you insofar as it would be unlawful to do so.

- 12.10. We do not purport to limit our liability for death or personal injury arising from our negligence or fraudulent misrepresentation.
- 12.11. Other than as required by law, we are not responsible for any harm, damage or loss to you arising from, or relating to hacking, tampering or unauthorised access to your Account Information that is not within our reasonable control.
- 12.12. If you suspect that somebody else has access to your Credentials and is fraudulently using them to access the Services, you must contact us immediately by using the contact form on our website at www.paypoint.com.

13. Fraud

- 13.1. If, following use of our Services, you notice unauthorised, or suspicious transactions on your Payment Account, you should immediately contact your Payment Account Provider, who is responsible for investigation, and, where necessary, reimbursing you. Please refer to the terms and conditions applied by your Payment Account Provider.
- 13.2. You will promptly notify us if you think there has been fraud in relation to an Account Information request made on your Payment Account via our Service or a Payment Initiation sent to your Payment Account Provider via our Service.
- 13.3. You will promptly notify us if you think the Credentials used by you in relation to the Services have been compromised in any way.
- 13.4. We will promptly notify you if we think the Credentials used by you in relation to the Services have been compromised in any way.
- 13.5. We are responsible to you if the fraud suffered by you is committed by us or one of our Agents.
- 13.6. We may amend and/or vary the Services and/or the security applied to them and any time if we believe such an amendment and/or variation will reduce the risk that you will experience fraud when using our Services or if we are required to do so to comply with our scheme or regulatory obligations including our obligation to improve services. Where appropriate to do so, we will try to give notice of any such changes by publishing details on our website or App.

14. Duration and Termination

- 14.1. Each time you use our Services, you will be bound by the Terms in force at that time. Some or all of the Services may be provided by PayPoint or another entity in its group (an "Affiliate") on its behalf.

- 14.2. If some or all of the Services are provided by an Affiliate, you will be subject to these Terms unless and until you become subject to a separate agreement with that Affiliate, at which point these Terms will cease to apply.
- 14.3. We may terminate our agreement with you or suspend your access to any part of our Services at any time if you have breached any of these Terms or if we believe we are required to do so by law.
- 14.4. To the extent the Services is not a single use event, You may terminate your agreement with us at any time by notice in writing to;
- PayPoint Customer Care
1 The Boulevard, Shire Park, Welwyn Garden City, AL7 1EL.
- Or
- By using our contact form on our website at www.paypoint.com.
- 14.5. We may update these Terms at any time and the changes will be published on this page. Any changes are effective immediately on publication. If either we or you terminate this agreement, or you do not agree to the Terms in force at the point at which you want to use our Services, you cannot use our Services.
- 14.6. These Terms are available for you to download or you may request a copy of these Terms by using our contact form available at www.paypoint.com
- 14.7. You cannot termination the Service if your use of the Services is a single use event or series of single use events as the Service has already ready completed once the AIS enquiry or the PIS instruction has taken place.

15. Complaints

- 15.1. We hope our Services meet your expectations but if you are unhappy with the Services, you can contact our Customer Care team.
- By our website: please use the contact form available at www.paypoint.com
- By Post: Consumer Care
1 The Boulevard, Shire Park, Welwyn Garden City, Hertfordshire, AL7 1EL.
- 15.2. We will acknowledge your complaint within 2 working days and will aim to investigate and resolve your problem or give you a clear response as soon as possible.
- 15.3. You agree that our response can be sent via email or any other durable medium.
- 15.4. If you are a consumer, micro-enterprise or other eligible complainant and you are not happy with our response, you have the right to refer your case to the Financial Ombudsman Service by calling 0800 023 4567, via their website or by post:
- Financial Ombudsman Service
Exchange Tower

Harbour Exchange
London, UK
E14 9SR

16. Legal Notices

- 16.1. These Terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.
- 16.2. Any matter, claim or dispute arising out of or in connection with these Terms, whether contractual or non-contractual, is to be governed by and determined in accordance with English law.

17. General

- 17.1. These Terms are the entire agreement between you and us in relation to the Services. You may not transfer your rights under these Terms to any third party without our written consent.
- 17.2. If there is any conflict between these Terms and terms that apply to additional services, the terms applying to any additional services will prevail in the conflict.
- 17.3. If any part of these Terms is invalid, that part of the Terms shall be modified to make it valid, or deemed deleted if it is not possible to modify the term. This will not affect the rest of the Terms.
- 17.4. A failure or delay by either of us in exercising any right or remedy under these Terms or by law shall not be a waiver of that or any other right or remedy.
- 17.5. A waiver of any right or remedy under these Terms or by law is only effective if it is in writing.
- 17.6. These Terms govern the relationship between PayPoint and you. They do not create any third party rights.
- 17.7. Unless additional terms are published on our website or App, these Terms form the entire agreement between you and us in relation to the Service.
- 17.8. The Service can only be provided if the Payment Account Provider is a participant in Open Banking and is available to respond to the requests and instructions issued in relation to the Service.

18. Financial or investment advice

- 18.1. We are not authorised to give you any financial or investment advice under the Financial Services and Markets Act 2000 or any other applicable laws in any other country. Our Services do not amount to financial or investment advice.
- 18.2. Our Service is not available to individuals located outside the United Kingdom and Northern Ireland.

19. Contact Us

- 19.1. If you have any questions about the security we use at PayPoint, please contact us by email at technicalqueries@paypoint.com
- 19.2. If you have any other general questions, you can contact us using the contact form available on our website at www.paypoint.com.

20. Charges

- 20.1. You are not charged for using the Services. If charges are introduced at a future date, we will publish such information on our website and/or in our App no less than three months before the charges come into force.
- 20.2. VAT and similar taxes will be payable on charges if applicable.
- 20.3. Our website is www.paypoint.com

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