



PAYESCAPE SERVICES AGREEMENT – SCHEDULE A TERMS

1. DEFINITIONS

In these Schedule A Terms, the following terms shall have the meanings set out below and cognate terms shall be construed accordingly:

"Business Day" means any day other than Saturday, Sunday and any day which is a public holiday in Northern Ireland;

"Day of Receipt" means the definition as outlined in clause 4.2.8;

"HMRC" means Her Majesty's Revenue and Customs;

"Payescape" means Payescape Ltd, a company registered in Northern Ireland (Company Number NI625726);

"Payescape General Terms and Conditions" means the terms and conditions entered into by Payescape and the Schedule A Client in respect of the Services;

"Payescape Services Agreement" means the Payescape General Terms and Conditions and these Schedule A Terms;

"Payment Date" means the Business Day selected by the Schedule A Client on the Payment Order for payments to be made by Payescape to Receivers;

"Payment Order" means the payment order initiated by the Schedule A client as defined in clause 4.2.3;

"Payment Services" means the services provided by Payescape under these Schedule A Terms as further outlined in clause 4 below;

"PSRs 2017" means the Payment Services Regulations 2017;

"Receiver" means the person named as the beneficiary of the money transfer (usually an employee of the Schedule A Client);

"Schedule A Client", "You" or "Your" means the Payescape clients using the Payment Services under these Schedule A Terms;

"Schedule A Fees" mean the fees charged by Payescape for the provision of the Payment Services;

"Schedule A Terms" means these Schedule A Terms and Conditions which apply to Schedule A Clients in respect of the Payment Services;

"**Services**" means the Services provided by Payescape under the Payescape Services Agreement, including, for the avoidance of doubt, the Payment Services;

"**Transaction**" means a credit transfer from the segregated Payescape account to a Receiver as defined in clause 4.2.5 below.

2. THIS AGREEMENT

- 2.1. These Schedule A Terms apply to Schedule A Clients in respect of the Payment Services.
- 2.2. These terms and conditions are supplemental to the Payescape General Terms and Conditions and in the event of a conflict between these Schedule A Terms and the Payescape General Terms and Conditions, these Schedule A Terms shall apply.
- 2.3. These Schedule A Terms shall remain in full force and effect until terminated in accordance with clause 12.

3. ABOUT US

- 3.1. Payescape Ltd is registered in Northern Ireland (Company Number NI625726) and has its registered office at 2 Riada Avenue, Ballymoney, County Antrim, BT53 7LH.
- 3.2. Payescape is registered with the Financial Conduct Authority under the Payment Services Regulations 2017 (Firm Reference Number 651097) for the provision of payment services.

4. THE PAYMENT SERVICES

- 4.1. As part of a suite of payroll services, Payescape organises and issues the payment of payroll funds to Receivers (the **Payment Services**).
- 4.2. The Payment Services are provided in a method as agreed between the parties, including via secure email or on an online platform, and follow the below process:
 - 4.2.1. The Schedule A Client provides payroll details (including employee salaries, bonuses and Receiver names and bank account information) to Payescape.
 - 4.2.2. Payescape prepares payroll data (including payroll funds and, on occasion, dates for payments to Receivers) and requests the payroll funds from the client. The payroll funds are comprised of salaries and bonuses and take into consideration contributions to HMRC. At no stage are the payroll funds comingled with the Schedule A Fees.
 - 4.2.3. On receipt of the payroll data, the Schedule A Client takes steps to review and approve the payroll data in a manner agreed previously between the parties, including via secure email or on the online platform and transfers the payroll funds into a segregated Payescape account.

- 4.2.4. The review and approval of the payroll data and the transfer of the payroll funds into the specified Payescape account is deemed an instruction to Payescape to complete a payment order to the Receivers on the Payment Date (the **Payment Order**).
 - 4.2.5. The moment of receipt of the Payment Order is such moment when Payescape receives the funds to be transferred to Receivers (the **Day of Receipt**). For money transfers instructed in paper form the period extends by a further Business Day.
 - 4.2.6. Following the instructions on the Payment Order, Payescape will undertake the necessary due diligence checks before making a credit transfer out of the segregated client account to a Receiver on the Payment Date (the **Transaction**).
 - 4.2.7. For the avoidance of doubt, Payescape will not execute the Transaction before the Day of Receipt.
 - 4.2.8. Should you discover an error in the payroll data prior to the Transaction, you must notify Payescape immediately.
- 4.3. Subject to statutory or regulatory requirements, Payescape will make the payroll funds available for the Receiver, at the latest, at the end of such Business Day following the Payment Date.
 - 4.4. For money transferred (i) to a state outside the EEA or (ii) subject to a multiple currency conversion between the Euro and a non-Euro currency of a member state of the European Union or an EEA member state or (iii) which is not to be paid out in Euro, the funds will be made available for collection by the Receiver at the latest at the end of the fourth Business Day after the Payment Date.

5. CHARGES, INTEREST AND EXCHANGE RATES

- 5.1. The Schedule A Fees are as outlined in the Payescape Quote for Service will be effective for a period of one year from the date of execution of these Terms and are outlined in the 'Pricing Proposal' previously supplied to the Client.
- 5.2. In accordance with clause 11.3 below, Payescape will provide two (2) calendar months' notice of any increase in the Schedule A Fees.
- 5.3. Details regarding exchange rates will be as agreed between the parties from time to time and once agreed, may be amended by Payescape following the procedure outlined in clause 11.4 below.

6. COMMUNICATION

- 6.1. Payescape's head office is at 2 Riada Avenue, Ballymoney, County Antrim, BT53 7LH.
- 6.2. You can contact Payescape:
 - 6.2.1. By letter to our head office;
 - 6.2.2. By telephone to 028 2764 1060;

- 6.2.3. By email to payroll@payescape.com; or
- 6.2.4. By Live chat at www.payescape.com.
- 6.3. Payescape will provide customer support from 9 AM to 5 PM BST (British Standard Time) daily, excluding weekends and UK national holidays.
- 6.4. You can get a copy of the Schedule A Terms at any time from our website at www.payescape.com or by contacting us in one of the ways outlined above.
- 6.5. These Schedule A Terms and all other documents Payescape make available to the Schedule A Client are written and available only in English and Payescape will only communicate with you in English.

7. SAFEGUARDS AND CORRECTIVE MEASURES

- 7.1. In order to access the online platform, the Schedule A Client must provide a password and a valid e-mail address as a username. The password and username must not be used by any other person than the Schedule A Client.
- 7.2. It is your responsibility to keep your password and your username safe as well as all Payment Orders carried out using your password and your username. Never share your password with anybody and do not write it down anywhere.
- 7.3. You must notify Payescape immediately of any unauthorised use of your password or your username or of any other breach of security by telephone to 028 2764 1060.
- 7.4. Once you have informed Payescape of the unauthorised use of your password or your username, Payescape will take all necessary steps to prevent further use of this information. Payescape will inform you of such steps promptly after having taken them and give the reasons for such steps unless Payescape are prevented from doing so for legal reasons. Payescape is not liable for any loss or damage that is a result of your failure to comply with your duty in accordance with this clause 7.

8. UNAUTHORISED TRANSACTIONS

- 8.1. Payescape may be liable to you where Payescape perform a Transaction that you did not authorise Payescape to perform. Save to the extent that you are liable under clauses 8.3 and 8.5 below for a Transaction not authorised by you, Payescape will refund the Transaction amount to you promptly, but at the latest by the end of the Business Day following the day on which Payescape were notified that the Transaction concerned has not been authorised or otherwise became aware of the unauthorised Transaction. Payescape shall also have no claim against you for reimbursement of Payescape's expenses.
- 8.2. If Payescape suspect that there has been fraudulent activity by you, Payescape's obligation to refund you will be suspended, pending further investigation, and such investigation will be undertaken promptly.

- 8.3. You may be liable up to the maximum amount of GBP 35 for losses that:
- 8.3.1. result from unauthorised Transactions resulting from the use of lost, stolen or otherwise missing payroll data; or
 - 8.3.2. result from your misuse of Transaction data.
- 8.4. Payescape will not hold you liable under clause 8.3 if it was not possible for you to detect such loss, theft or misuse of the Transaction data or if the loss of the Transaction data was caused by an employee or vicarious agent acting on Payescape's behalf or another external service provider Payescape have appointed.
- 8.5. Your liability for losses arising from an unauthorised Transaction shall not be limited to a maximum amount of GBP 35 as set out in clause 8.3 if you acted with fraudulent intent or contributed to the misuse of Transaction data intentionally or through grossly negligent conduct. In these cases, you are liable for all losses caused by any unauthorised Transaction. Gross negligence in particular includes but is not limited to cases in which you do not promptly notify Payescape about a loss of Transaction data or if you do not keep Transaction data safe or if you disclose it to third parties.
- 8.6. Unless you acted with fraudulent intent, you are not liable to Payescape:
- 8.6.1. for losses resulting from an unauthorised use of Transaction data that arise after receipt by Payescape of a notification under clause 7.3; or
 - 8.6.2. if Payescape did not ensure that Payescape's contact facilities were available to you for the purposes of making a notification under clause 7.3.

9. INCORRECTLY EXECUTED OR NON-EXECUTED TRANSACTIONS

- 9.1. Payescape may be liable to the Schedule A Client where Payescape fail to perform or incorrectly perform a Transaction that the Schedule A Client authorises unless it was due to a fault of the Schedule A Client. This means that in the event of a non-executed or incorrectly executed Transaction Payescape will refund the Transaction amount to you (to the extent the Transaction was not executed or was incorrectly executed). You are entitled to claim a refund from Payescape of all fees and interest to the extent Payescape have been charged or incurred in connection with an unexecuted or incorrectly executed Transaction.
- 9.2. Any liability Payescape would otherwise owe to the Schedule A Client under clause 9.1 is excluded if:
- 9.2.1. Payescape are able to show the Transaction amount was received at the appropriate time by the payment service provider of the Receiver;
 - 9.2.2. For the purposes of clause 9.1, a Transaction shall be deemed to be correctly executed if Payescape are able to show the Transaction has been executed in accordance with the Payroll Data provided by you and subsequently the Payment Order issued by you. If you have provided Payescape with incorrect details for issuing the Transaction, you may ask Payescape to assist you in recovering the money. Payescape cannot guarantee such

efforts will be successful and reserve the right to charge you a fee to cover the reasonable costs for doing this.

10. LIABILITY

- 10.1. Any liability Payescape would otherwise owe to you under clauses 8.1 and 9.1 is excluded if you do not let Payescape know about an unauthorised or incorrectly executed Transaction within 13 months after the date of execution of the Transaction.
- 10.2. Payescape will also have no liability under clauses 8 and 9 if Payescape fail to perform or incorrectly perform the Transaction where the reason for this was due to events outside of Payescape's control or Payescape's statutory obligations.
- 10.3. Payescape will not owe the Schedule A Client any liability if the unauthorised or incorrectly executed transaction is carried out by a third party or between third parties the Schedule A Client has instructed before Payescape receive the payment for the transfer or any other Transaction. In this instance, you should contact the relevant third party promptly and inform them of the circumstances of the unauthorised or incorrectly executed transaction.
- 10.4. Payescape do not assume liability for damage that is due to any unusual or unforeseeable events over which Payescape has no control and whose consequences, in spite of exercising due care, Payescape could not have avoided (cause, for example by events outside Payescape's control, including the failure of telecommunication lines, civil unrest, war or other such industrial action or lockouts). This applies equally to cases in which Payescape are bound by any orders under legislation, court or administrative orders stating otherwise.
- 10.5. Payescape do not exclude or limit in any way Payescape's liability to the Schedule A Client where it would be unlawful to do so. This includes liability for death or personal injury caused by Payescape's negligence; for fraud or fraudulent misrepresentation; or for breach of your legal rights where it would be unlawful to exclude or limit such legal rights in relation to the online platform.

11. VARIATION

- 11.1. Payescape expect the need to update or amend these Schedule A Terms from time to time to comply with law or meet Payescape's changing business requirements.
- 11.2. Payescape may make changes to these Schedule A Terms by telling you, by email or letter.
- 11.3. The amount of notice Payescape will give will depend on the type of changes Payescape are making. If the change is not in the Schedule A Client's favour, Payescape will give two calendar months' notice.
- 11.4. Otherwise, Payescape can make the change by telling you beforehand.
- 11.5. When Payescape change the Schedule A Terms, you must inform Payescape if you do not want to be bound by the new Schedule A terms and conditions. If you do not inform Payescape, and

continue using the Payment Services following notification of the changes, you will be understood to have accepted the new Schedule A terms and conditions.

- 11.6. If the Schedule A Client informs Payescape that it does not want to be bound by the new conditions, these Schedule A Terms will be terminated when the new Schedule A conditions take effect.

12. TERMINATION AND SUSPENSION

- 12.1. Payescape may terminate these Schedule A Terms at any time by giving you two calendar months' notice.
- 12.2. The Schedule A Client is to notify Payescape in writing at least one calendar month in advance of termination of the Schedule A Terms.
- 12.3. If the Schedule A Client terminates the Schedule A Terms without one calendar month's advance notice, Payescape may require a termination fee to be paid by the Schedule A Client. This termination fee will reasonably correspond to the actual costs of termination to Payescape.
- 12.4. If Payescape believe it is appropriate, Payescape may suspend your use of the Payment Services immediately without notice in the following circumstances:
 - 12.4.1. If Payescape consider that you have used the Payment Services in violation of these Schedule A Terms;
 - 12.4.2. If, in Payescape's reasonable opinion, Payescape believe there has been unauthorised access to the Payment Services; or
 - 12.4.3. If Payescape have a legal or regulatory obligation imposed on them which requires Payescape to cease providing the Payment Services.
- 12.5. Payescape will usually inform the Schedule A Customer if Payescape needs to suspend the Payment Service or in the event of suspected or actual fraud or security threats, but this may not always be possible for example, because of legal or regulatory reasons.

13. GOVERNING LAW AND DISPUTES

- 13.1. These Schedule A Terms govern the terms of the Payment Services and shall be construed accordingly to and governed by the laws of Northern Ireland. The parties submit to the exclusive jurisdiction of the Courts of Northern Ireland.

14. COMPLAINTS HANDLING

- 14.1. If you are not satisfied with an aspect of the Payment Services, please contact Payescape Customer Services in any of the ways set out in the "*Communications*" section at clause 6 above.

- 14.2. If you make a complaint to Payescape Customer Service regarding the Payment Services, Payescape will do its best to deal with your complaint at the first opportunity. Payescape will send you a final response letter within 15 Business Days of receipt of your complaint. In exceptional circumstances, Payescape will send you a holding reply specifying the deadline by which you will receive Payescape's final response, being no later than 35 Business Days from the date of your initial complaint.
- 14.3. If Payescape are unable to resolve your complaint in relation to a Payment Service, you may be entitled to refer it to the Financial Ombudsman Service by writing to Exchange Tower, London E14 9SR, telephoning on 0800 023 4567 or emailing complaint.info@financial-ombudsman.org.uk. You can find further information and eligibility on www.financialombudsman.org.uk.
- 14.4. Alternatively, you can also submit your complaint regarding a Payment Service to the Financial Ombudsman Service using the EU Online Disputes Resolution Platform, which has been set up by the European Commission to make it easier to bring complaints. The website address is <http://ec.europa.eu/odr>.
- 14.5. Where you are not eligible to complain to the Financial Ombudsman Service, Payescape do not offer an alternative dispute resolution procedure.

15. CONSENT

- 15.1. For the purposes of Payescape's regulatory requirements, and specifically Regulation 97 of the Payment Services Regulations 2017, by accepting these Schedule A Terms, the Schedule A Client explicitly consents for Payescape to access, process and retain Personal Data for the provision of the Schedule A Services by Payescape.

Date:

Position:

Signed: