

CabCard Services (UK) Ltd Terms and Conditions

For the provision of Payment Processing and Settlement Services made between the Parties and on the terms and conditions set out below (the Agreement) to facilitate Debit and Credit Card Payment Processing and Settlement Services using a Payment Terminal App provided by an associated company CabCard Terminals Limited.

Definitions

These words have the following meanings:

"Acquirer" means the bank to which your Payment Transactions instructions are routed for authorisation and settlement;

"Agreement" means these Terms and Conditions;

"Associated Company" means CabCard Terminals Limited, registered in England and Wales under number 05972247 and having its registered office at Carpenter Court, 1 Maple Road, Bramhall, Stockport, SK7 2DH;

"Business Day" means Monday to Friday excluding English public and bank holidays;

"Card" means a current valid, credit, debit or any other card type that we may accept for processing under the terms of this Agreement;

"Cardholder" means the individual holder of a Card;

"Charges" means any and all of the charges explained and shown below which are payable throughout the Term and thereafter;

"Driver" means the licensed driver of a registered taxi cab or private hire vehicle;

"Fare" means the amount charged by a Driver for a Journey;

"Gratuity" means any voluntary payment (tip) added by the Cardholder to the value of the Fare;

"Journey" means a ride agreed and completed by a Driver on behalf of a Fare paying passenger(s);

"Minimum Term" means the Minimum Term of 3 months;

"Network" is any GPRS or GSM mobile phone network upon which the Payment Terminal App will operate;

"Payment Terminal App" means the softPOS downloadable Payment App and provided to you, through our Associated Company, for the purpose of processing Card Payment Transactions hereunder and subject to the terms of this Agreement including (inter alia) those set out in Clause 4 below;

"Payment Processing Services" means services to capture, route and submit electronic payment transactions from the Payment Terminal App to the Acquirer;

"Payment Transaction" means a Card transaction processed using the Payment Terminal App with the intention of a Cardholder incurring a liability in return for a Journey and resulting in and as appropriate monies being received from the Card issuer and passed to the Acquirer;

"Personal Information" means information (in any reproducible format) which, for the avoidance of doubt, relates to Cardholder information of a passenger or other identifiable individual, whether supplied by you for processing by us or whether generated by us in the course of performing our obligations. For the avoidance of doubt the only card information that is retained by our systems is the masked pan / card number. No personal information of the Cardholder is retained;

"Processing Charge" means the charge levied by us on every journey paid for by Card. This charge will be taken from your settlement unless if applicable as agreed between us and your fleet operator and providing they agree to pay all Processing Charges on your behalf. This is to cover the costs of electronic funds transmission and other Card handling services. Processing rates vary depending upon card type. These charges can be found on the Company's web site.

"Services" means each of the Services and more particularly described herein at clause 2;

"Service Provider" means CabCard Services (UK) Limited a company incorporated in England and Wales company registration number 06018797;

"Settlement Services" means the provision of services that we will endeavour to pay a Driver's Fares and Gratuities less Processing Charges, cleared by the Acquirer, to the Driver's nominated bank account in accordance with current banking practices and processes;

"Term" means the period of this agreement including the Minimum Term and any extension

Words importing one gender shall be treated as importing any gender; words importing the singular (including those defined above) shall be treated as importing the plural and vice versa;

We agree to provide you with the Services set out in this Agreement for the Term until terminated in accordance with Clause 6 in consideration of you agreeing to our retention of the Processing Charge. The Payment Terminal App is supplied to you is solely for the purpose of effecting Payment Transactions;

- 1.1. We agree to process all Payment Transactions in accordance with current Acquirer practices. Once Payment Transactions are cleared by the Acquirer we will endeavour to pay bank cleared Fares and Gratuities on a weekly basis.
- 1.2. You agree that you will not use the services of any competitor of the Service Provider, for Card Payments other than us unless agreed otherwise by us for the duration of the Term
- 1.3. You are deemed to accept these terms and conditions when you accept this Agreement by ticking the acceptance box at time of signing up for the Services.
- 1.4. You must not record or pass to any third party any Personal Information other than as permitted by the terms of this Agreement.

2. Services

We agree to provide the Services as follows:

2.1. Payment Processing Service

- 2.2. We will carry out Payments Processing Services for your benefit throughout the Term of this agreement
- 2.3. We or the system administrator will provide software upgrades from time to time which you must accept;
- 2.4. We will provide secure routing for Card authorisations and Payment Transactions to and from the Acquirer
- 2.5. All Payment Processing is dependent on current banking and Acquirer practices and processes.
- 2.6. We will endeavour to provide Settlement Services on a once a week basis as long as a minimum £25 worth of Fares and Gratuities less any Charges has accrued on each and every occasion that Settlement of Fares and Gratuities is made to you.
- 2.7. We will provide you with online access to your records and information detailing transactions processed and the amounts paid to you.
- 2.8. You can accept contactless and secure PIN entry Transactions through the Payment Terminal App. Authorised payments are confirmed by the Acquirer with an onscreen Tick followed by transaction details which also displays the Auth Code sent from the Acquirer Bank. Digital receipts can be sent by you from the Payment Terminal App using MS or email or as part of a QR code. Any negative response on screen such as "DECLINED", "TRANSACTION CANCELLED", "VOID", "INVALID", "CANCELLING TRANSACTION", "DO NOT HONOUR" OR "TRY AGAIN" indicate invalid transactions and have not been accepted by the Acquirer, are not deemed to be payable and will not be paid by us.
- 2.9. You may be liable for any charge backs and associated Acquirer charges or charges levied by us that arise due to keying errors on the Payment Terminal App. Where a Fare paying customer has been incorrectly charged we will make any necessary corrections to the respective parties.

3. Service Limitations

- 3.1. We will always try to make our Services available to you, but sometimes they may be affected by factors beyond our control, including (inter alia) the availability of the Network. We may suspend certain Services, but will endeavour to give as much notice as practical.

3.2. The Services are made available subject to:

- 3.2.1. any software, upgrades or other intellectual property relating to the Payment Terminal App, or Services not being copied, modified or sub-licensed by you without our specific written consent;
- 3.2.2. the Service and Payment Terminal App not being used for or to access anything illegal, immoral or improper;
- 3.2.3. the Services being used only with the Payment Terminal App and all relevant laws and rules being followed;
- 3.2.4. the Services being used only for the purposes of processing Payment Transactions and no other purpose;
- 3.2.5. all reasonable instructions that we may give you being followed;
- 3.2.6. the Payment Terminal App being in range of base stations forming part of the Network;
- 3.2.7. you remaining a licensed Driver;

4. Operational Terms

You hereby agree throughout the duration of this Agreement:

- 4.1. to display Card logo signage, as supplied by us, in locations on the outside and inside of your taxi vehicle or as directed by your local taxi licensing authority,
- 4.2. to indemnify and keep us fully indemnified at all times against all losses, actions, claims, demands, costs or expenses arising directly or indirectly from the Services provided to you or your failure to carry out any obligation under this Agreement;

5. Liability

- 5.1. We are only liable to you as set out in this Agreement. We have no other duty or liability to you.
- 5.2. We will not be liable to you or your Fare paying passenger(s) for the effective completion of a Journey.
- 5.3. Nothing in this Agreement removes or limits our liability for death or personal injury caused by our negligence.
- 5.4. Except as set out in Clause 5.3, our entire liability to you for something we or anyone who works for us does or does not do will be limited to £500 for one incident or
- 5.5. £1,000 for a number of incidents within any 12-month period.
- 5.6. We are not liable to you in any way for any loss of income, business or profits, or for any loss or damage occasioned by the use of the Services or any failure of the Services.
- 5.7. We will not be liable to you if we cannot carry out our duties or provide our Services because of something beyond our control. This includes but is not limited to, Acts of God, strikes, lock-outs, civil commotion, riots, war, fire, sabotage, storm, flood, earthquake, fog and requisition of labour or materials for state purposes.
- 5.8. We are not liable to you for any breach of this Agreement to the extent that this arises as a result of technical problems relating to Network or Services (including the failure of any public telephone or other network operator to provide its services to the Network) or any other event beyond our reasonable control.

6. Termination

- 6.1. Subject to the terms of Clause 6.4 below, either party can terminate this Agreement at any time after expiry of the Minimum Term, by the giving of one month notice in writing to the other party.
- 6.2. We can terminate this Agreement immediately and stop providing the Services if any of the following happens:
 - 6.2.1 you break an important condition of this Agreement; or
 - 6.2.2 you break any other condition of this Agreement and do not put it right within 7 days of us asking you to; or
 - 6.2.3 you become bankrupt or make any arrangement with your creditors or are liquidated or have an Administrator or receiver appointed or suffer any other form of insolvency event; or
 - 6.2.4 you are unable to pay your debts as they fall due; or
 - 6.2.5 you have your taxi driver's licence revoked; or
 - 6.2.6 upon termination of this Agreement for any reason.

7. General and Assignment

- 7.1. You may not transfer your account or any of your rights and responsibilities under this Agreement.
- 7.2. We may assign or transfer our rights under this Agreement to another party without your consent to a third party ("Assignee"). If we assign or transfer all or any of our rights under this Agreement you will pay all Charges relating to the Services to the Assignee without deduction, set-off or counterclaim irrespective of whether or not you are using the Payment Terminal App for any reason whatsoever.
- 7.3. You must advise us immediately and in writing about any change in the address or bank details supplied to us.
- 7.4. Any concession or extra time that we allow you only applies to the specific circumstances in which we give it. It does not affect our rights under this Agreement in any other way.
- 7.5. English law will apply to this Agreement and any disputes will be settled in the courts of England.
- 7.6. This Agreement does not confer any benefit on any third party under The Contracts (Rights of Third Parties) Act 1999.
- 7.7. Failure by a party to enforce rights under this Agreement shall not prevent that party from taking further action.
- 7.8. This Agreement may be signed by you and by us by way of electronic signature, as defined in section 7(2) of the Electronic Communications Act 2000.

By agreeing to these Terms and Conditions you hereby acknowledge that i) before entering into this Agreement, you have read it fully and understand the terms and conditions of it; and ii) You are entering into this Agreement in the course of your business; and iii) you understand that this Agreement is for the Minimum Term shown above and that if this Agreement is terminated early, you will be liable to pay any Cancellation Charges (where applicable) and as may be set out overleaf.

This Agreement supersedes all prior arrangements, understandings and agreements between the Parties relating to the provision of the Services and sets out the entire agreement between the parties. Neither Party has relied on any representation arrangement understanding or agreement (whether written or oral) not expressly set out in this Agreement.

USE OF YOUR INFORMATION: We may use and share your information with third parties (credit reference agencies, our associated companies, our funders and any person to whom we may assign our rights under this Agreement) to help us and them assess financial and insurance risks, recover debt, develop customer relationships, services and systems, prevent and detect crime. Your information includes information about your transactions. From time to time we may change the way we use your Information. Where we believe you may not reasonably expect such a change we shall write to you. If you would like a copy of the information we hold about you please write to us. A fee may be payable.

Credit Reference and fraud prevention agencies: A link between you and anyone with whom you have a joint account or similar financial association may be recorded at credit reference agencies, creating a "financial association". All parties' information will be taken into account in future applications until one of you successfully files a "notice of disassociation" at the credit reference agencies. We may make periodic searches of and provide information (including how you manage your account and any arrears) to credit reference agencies and fraud prevention agencies to manage and make decisions about your account. Such information may be used by other credit providers to take decisions about you and your financial associates. Any Personal Data held about you as a proprietor, director or other authorised officer of the business to which this Agreement relates will be collected, stored and deleted only for the purpose of us (or any organisations that process data on our behalf) carrying out our obligations under this agreement and for the general conduct of this Agreement.