Independent Software Vendor (ISV) Terms (v1.1)

These terms apply to all customers with ISV type business accounts that receive services from **pay**ware LLC. If you have been directed to this page from within our product, these terms also apply to your account regardless of the country in which your business activity is registered. If you have any questions regarding which **pay**ware entity you receive services from, please reach out to customer service via support center.

These Terms incorporate the [payware Framework Agreement] by reference. The Framework Agreement contains general legal terms, platform safety rules, liability provisions, and administrative procedures that apply to all payware accounts and services. In the event of a conflict between these Terms and the Framework Agreement, these Terms shall prevail.

My payware **Independent Software Vendor (ISV) account**

1. Why this information is important

This document sets out the terms and conditions for your **pay**ware ISV account (the account) and its related services.

2. What do we consider an ISV?

For the purposes of these Terms, an Independent Software Vendor (ISV) is a company that provides software products and services as its main business. In the context of ecommerce and point-of-sale (POS) software, an ISV specializes in developing and selling software applications that are designed specifically for the ecommerce and retail industries. These software solutions help retailers manage their online stores and physical POS systems, streamline their operations, and provide a better shopping experience for their customers.

Ecommerce ISVs provide software products that enable retailers to create, manage, and host their online stores, manage product catalogs, process orders, and handle shipping and payment transactions. POS ISVs, on the other hand, offer software solutions that help retailers manage their physical retail stores, including inventory management, customer management, and sales reporting.

3. What is a payware ISV account?

A **pay**ware ISV account is a partner's profile definition in **pay**ware systems. It holds configurational information and visualization preferences alongside any other related data required for the proper **pay**ware services operations.

4. Using your payware ISV account

Once you open your **pay**ware ISV account you'll be able to use our services. For example, you can do the following:

- monitor merchants' operational authorizations;
- employ all services available through the **pay**ware business web portal for your account plan;
- view information about and manage your account; and
- use the **pay**ware APIs.

We add new features and services all the time. We'll let you know about these through the **pay**ware business web portal or by email.

You can access the **pay**ware business web portal through the business web portal reference on our website. You manage your account through the **pay**ware business web portal, which only you and the appropriate authorized persons will have access to.

5. Can I open a payware ISV account?

By accepting these terms and conditions you confirm that:

- you have read and understood these terms and conditions;
- you have read, understood, and accepted our Privacy Notice; and
- you have provided correct and accurate contact information (including an email address that you check regularly) during the onboarding process.

You must be over 18 to open a **pay**ware ISV account, and you may only open it under this agreement for business purposes and not for personal purposes.

When you ask to open your account, the following apply:

- you promise that you have full authority to enter into the agreement and meet the obligations under it; and
- we, or someone acting for us, will ask for certain information about you, your authorized persons (as explained in Section C.15 of the Framework Agreement), as well as any directors, partners, people with significant control over your business or any beneficial owners. We'll also ask you to confirm that any authorized person has your authority to act on your behalf and that they have agreed to keep to these terms and conditions.

We will only give you access to your **pay**ware ISV account, the **pay**ware business web portal and **pay**ware services once we have all the information we need.

You can't open more than one **pay**ware ISV account or open a new **pay**ware ISV account if we've previously closed a **pay**ware ISV account that you held.

We can refuse to let you open or hold a **pay**ware ISV account if you carry out a business or activity that we are not comfortable with. Or we may apply restrictions, which we'll tell you about before we allow you to open the account.

6. Exchanging payment transaction information on behalf of a merchant account

As an Independent Software Vendor (ISV), you may be authorized by a Merchant to access and exchange payment information from their **pay**ware account on their behalf. The authorization granted by the Merchant to the ISV shall remain in full force and effect until terminated by either party.

It is hereby agreed that even when accessing a Merchant's **pay**ware account and services through the ISV's role as an authorized representative, the terms and conditions of **pay**ware shall apply to the Merchant's use of their account.

payware reserves the right to terminate the ISV's authorization and access to a Merchant's account at any time, in the event of concerns about fraud or for legal or regulatory reasons.

In such cases, **pay**ware shall make commercially reasonable efforts to provide prior notice to the Merchant, unless prohibited by law or for valid security reasons. **pay**ware shall unblock the ISV's access as soon as the reasons for termination no longer exist.

The Merchant may also terminate the ISV's authorization and access to their **pay**ware account via the **pay**ware business web portal at any time.

By accepting the authorization granted by the Merchant to access their **pay**ware account and exchange payment information on their behalf, the ISV agrees to be bound by the terms outlined in **pay**ware Privacy Notice regarding the handling and sharing of the Merchant's information. The ISV shall comply with all applicable laws and regulations in connection with its performance under this agreement.

Obtaining the Merchant's authorization. Before acting on behalf of a Merchant, you must obtain the Merchant's authorization to do so through the **pay**ware consent mechanism and in accordance with the applicable technical documentation. The Merchant's authorization is given by the Merchant through a **pay**ware-hosted surface, and **pay**ware records the authorization, the items accepted, and the associated technical metadata. You shall not act on behalf of a Merchant that has not granted, or that has revoked, such authorization.

You shall not bypass, suppress, pre-empt, simulate, or misrepresent the **pay**ware consent mechanism, and shall not assert or submit a Merchant's authorization otherwise than through it. Where you display the consent items to a Merchant within your own interface, you shall present each item required by the applicable technical documentation in full and in the form **pay**ware specifies, without pre-selecting, omitting, abridging, or altering any of them, and shall direct the Merchant to the **pay**ware consent mechanism to give the authorization.

You are responsible for ensuring you hold a valid **pay**ware authorization for each Merchant on whose behalf you act, and you shall indemnify **pay**ware against any claim arising from your acting without such authorization.

7. ISV role in payment information exchange

In the ISV context, the Independent Software Vendor acts as a technical intermediary that operates **pay**ware account features on behalf of Merchant Accounts for which it has obtained permission. The ISV is authorized to access the **pay**ware business web portal and APIs of those Merchant Accounts and to receive and onward-deliver transaction information to those Merchants.

The ISV hereby agrees to receive from **pay**ware information regarding the outcome of money transfers facilitated through **pay**ware's information exchange on behalf of the Merchant. The ISV shall be responsible for delivering the received information to the Merchant for whom it has obtained authorization to act on its behalf. This information is provided as a Transient Technical Reflection of the records held by the relevant payment institution (the Authoritative Source), in accordance with Section C.1 of the Framework Agreement.

No authority to bind or settle. The ISV shall not have, and these Terms do not grant the ISV, any authority to: (a) sign, execute, or accept on behalf of any Merchant any agreement, addendum, amendment, or other commitment with **pay**ware; (b) negotiate, agree, or vary any commercial, regulatory, or operational terms applicable to any Merchant's relationship with **pay**ware; (c) discharge, waive, settle, or compromise any claim, dispute, or right arising between **pay**ware and a Merchant; or (d) receive, hold, control, or direct funds underlying any Transaction, all of which remain at all times outside the ISV's possession and control.

Each Merchant remains directly contractually bound to **pay**ware under its own Merchant Account Terms, the Payment Information Exchange Services Agreement for Merchant Accounts, and any applicable Special Terms, regardless of any technical access granted to an ISV. This Section is consistent with, and reinforces, Section A.9 of the Framework Agreement.

Regulatory capacity of the ISV. Where the ISV is itself a credit institution, payment institution, electronic money institution, or other regulated entity under PSD2, EMD2, CRD/CRR or equivalent legislation, the ISV uses the **pay**ware ISV account and integrates with **pay**ware solely in its capacity as a software vendor and integrator, and not in its regulated capacity. The ISV's regulated activities are governed exclusively by its own authorizations and arrangements outside these Terms.

8. API

API is an Application Programming Interface that allows you to carry out certain activities such as setting up payment information exchange into your account and displaying your transactions status. As an ISV partner, you will have access to the API.

See the API reference page for more information about our API.

9. How long does it take to receive a payment?

payware immediately processes all received instructions and provides the required information to the payer's payment institution. **pay**ware ISV partners are expected to adhere to the same standards of availability, information transfer, and processing speed.

The funds transfer time to your account will vary based on the payer's financial institution, their registered account, and the receiving financial institution.

payware will promptly notify you once the payer's payment institution has confirmed the transfer of the requested funds to the payee's account.

10. Fees

We do not charge you any fees for payments information exchange.

However, for each payment information exchange, the participating payment institution that processes the transfer will deduct a per-transaction fee from the transaction amount before settling the net funds to the payee's registered account. You can see these applicable per-transaction fees on our Fees page, unless a custom per-transaction fee applies pursuant to a separate written agreement with **pay**ware. **pay**ware will inform you in real time of the amount which has been sent to the payee's registered account.

11. When we might block access to your account or the API access

Safety is important to us. We might prevent you from exchanging payment transaction information from your account on behalf of any Merchant account with API access if we're reasonably concerned about its security or that it might be used fraudulently or without your permission.

We might also have to block your account to meet our legal obligations.

We'll tell you through the **pay**ware business web portal or by email before, or as soon as possible after, we block your account or API access. We'll also let you know why we've done it (unless it would reduce your or our security or it would be unlawful).

12. Repayment timeframe

For the purposes of Section D.7 of the Framework Agreement, the repayment timeframe under these Terms is fifteen (15) days.

13. Account-specific suspension circumstances

In addition to the exceptional circumstances listed in Section B.8 of the Framework Agreement, the following ISV-specific circumstances also apply:

- there's been a change in the beneficial ownership of more than 50% of the issued share capital of your business or a change in a person who holds legal power to manage your business (except where such change is subject to a specific Key Change Notice procedure under an ISV Strategic Partner Addendum, in which case the procedures of that Addendum shall govern);
- you are a sole trader, and you die or you are a partner in a business and the partnership ends; or
- there's been an important change in the type of business activities you carry out.