Merchant Terms (v1.1)

These terms apply to all customers with merchant 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 or freelancing 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 **merchant account**

1. Why this information is important

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

2. What do we consider a merchant?

For the purposes of these Terms, a Merchant shall be defined as any business entity engaged in the sale of goods or provision of services, who has entered into a contractual agreement to accept electronic payment transactions as a form of payment for such goods or services. The Merchant is responsible for the delivery of the goods or services, and for ensuring that the payment transactions processed through its systems are in compliance with all applicable laws and regulations.

3. What is a payware merchant account?

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

4. Using your payware merchant account

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

- receive money to your registered payment accounts;
- 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 merchant 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 merchant 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 merchant 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 merchant account or open a new **pay**ware merchant account if we've previously closed a **pay**ware merchant account that you held.

We can refuse to let you open or hold a **pay**ware merchant 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. Different payware plans to suit your business needs

We know that different types of businesses need different things, so we've created different **pay**ware plans to suit our customers. You can choose the plan that best suits your business.

Different limits and restrictions apply to each plan. See the Fees page for more information about the plans.

7. How do I get information on payments into my account?

You can check all payments into your account through the **pay**ware business web portal. We will not make any changes to the information, and it will be available to you through the **pay**ware business web portal until you close your account. If you need the information after then, you will need to download it while your account is still active. You can download information from the business web portal at any time. 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.

We will send a notification to your mobile or tablet, or by email, each time a payment goes into your account. You can turn off these notifications. If you do this, you should regularly check the **pay**ware business web portal for information on payments. It's important that you know what payments are going into your account, so we recommend that you do not turn off notifications.

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. If your plan allows it, you will have access to the API.

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

9. Exchanging payment transaction information on your behalf

You can allow other providers to exchange payments information from your **pay**ware merchant account on your behalf. These providers are often referred to as **Independent Software Vendors** (ISVs). These providers need to be authorized by you to provide these services.

When you access your **pay**ware merchant account and services via an ISV, our terms and conditions still apply to your use of your **pay**ware merchant account.

Sometimes we might have to block an ISV provider's access to your account (for example, if we're concerned about fraud, if they don't have the authorization they need or if there are legal or regulatory reasons for doing so). If we do this, we'll try to let you know beforehand or as soon as possible afterwards. We'll do this by email unless it would be unlawful to do so or there are valid security reasons why we can't. We'll also unblock the ISV as soon as the reasons for denying them access no longer exist.

You also can block an ISV's access to your **pay**ware merchant account via **pay**ware business web portal.

You should contact us if you think one is acting without your consent.

When you use an ISV, you authorize them and give consent to them to have access to your **pay**ware merchant account information or exchange payment information into your **pay**ware merchant account on your behalf. How we share your information for these, and other purposes is set out in our Privacy Notice.

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

payware processes the received instructions immediately and provides the necessary information to the payer's payment institution. The funds transfer time to your account will vary based on the payer's financial institution, your 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.

11. Fees

For your use of the platform, we charge a monthly subscription fee according to your plan. You can see the subscription fees on our Fees page.

In addition, 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, or through an authorized Independent Software Vendor (ISV) acting on your behalf. The per-transaction fee effective for your account (including any custom fee applicable to your ISV integration) is displayed in the **pay**ware business web portal for your account; by processing transactions after that fee has been made available to you there, you accept it as the applicable per-transaction fee, which prevails over the generally published rates.

Please note that if the payer's bank (or intermediary banks) applies separate, independent charges to the payer for initiating the transfer, those specific third-party charges are out of our control.

You shall not enter into or participate in any arrangement with a payment institution or lender (including a linked discount, rebate, or side payment) designed to divert value off-platform so as to suppress the transaction amount or value reported through the Services, or the fees payable in respect of it, below the genuine, full consideration for the goods or services purchased. A genuine, generally-available lower price is not such an arrangement. Where **pay**ware reasonably suspects such an arrangement, **pay**ware may, on no less than ten (10) business days' written notice and no more than once in any twelve (12) month period (or more frequently where a prior review revealed such an arrangement), itself or through an independent auditor bound by confidentiality, review your pricing and settlement records for the affected transactions to the extent reasonably necessary to verify compliance with this section, and you shall provide reasonable cooperation with any such review. Information obtained in such a review will be treated as confidential and used only to verify and enforce compliance.

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

The safety of your account is important to us. We might prevent you from exchanging payment transaction information from your account with the 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).

13. Repayment timeframe

For the purposes of Section D.7 of the Framework Agreement, the repayment timeframe under these Terms is fourteen (14) days.

14. Account-specific suspension circumstances

In addition to the exceptional circumstances listed in Section B.8 of the Framework Agreement, the following merchant-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;
- 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.

15. Presenting payware Checkout

Where you present **pay**ware as a payment option in your own checkout, on a payment-method page, or on a redirect page, the following apply. These requirements are in addition to the terms governing **pay**ware Marks in Section C.9 of the Framework Agreement.

- you must present the **pay**ware Checkout option alongside the other payment methods you offer, with equal prominence to those methods;
- you must display the **pay**ware logo and any related **pay**ware Checkout marks as **pay**ware supplies them, and must not alter, modify, or change them in any way, or use them in a manner that disparages **pay**ware or the **pay**ware Checkout service, without **pay**ware's prior written permission;
- you must not display any payment-institution operator's logo separately from the **pay**ware logo, unless you have your own agreement with that payment institution permitting you to do so;
- you must obtain **pay**ware's agreement to any text describing **pay**ware or the **pay**ware Checkout service before you publish it; and
- you must follow the logo files, brand colour, and clear-space rules **pay**ware publishes, as they apply to your use.