Payment Information Exchange Services Agreement for Merchant Accounts (v1.0)

1. Why is this information important?

This document sets out the Terms and conditions that apply when you use your **pay**ware partner account to exchange payment transaction information. We call it our "**Merchant Payment Information Exchange Terms**" (or just the "**Terms**" or the "**Agreement**" in this document).

This Agreement is a "Specific Agreement" as defined in the payware Framework Agreement and is subject to the hierarchy of documents, parties definitions, and general provisions set out therein.

These Terms apply in conjunction with the **pay**ware Merchant Account Terms. If there is any inconsistency between the **pay**ware Merchant Account Terms and these Terms, these Terms will apply in respect of the inconsistency.

2. Are you eligible for this payment information exchange product?

To use the Services (as defined in Section C.1 of the Framework Agreement), you must have, and continue to have, a **pay**ware Business account. If your **pay**ware Business account is closed, you will no longer be able to use the Services.

To use the Services, you must also apply to, and be accepted by, us. If we accept your application, we will activate your "**Business Account**" of Merchant Account type, which is used to access the Services.

To apply to use the Services, you must provide us with the Information we request about your business. This might include:

- your website,
- merchant category code,
- tax information,
- length of product fulfilment,
- the countries in which you will be carrying out your business activities, or
- any other information that we ask for.

The general onboarding and ongoing review provisions set out in Section C.13 of the Framework Agreement apply to your use of the Services.

We will review all the Information provided by you and the information retrieved about you from time to time and decide about whether to activate (or deactivate) your Merchant Account or disable the Services in your account.

3. What can you (and can't you) use this payment information exchange product for?

You can only use the Services to exchange payment transaction information relating to people who purchase your goods or services in the course of your business activities. In these Terms, we call these people "**Customers**" (i.e., end buyers or payers), and we call each payment transaction you exchange information for a "**Transaction**". For clarity, in the Payment Information Exchange Services Agreement for ISV Accounts, "Customer" refers to Merchant Account holders, not end buyers.

You can also only use the Services yourself, and only in your own right, in the course of your business activities. This means that you cannot allow anyone other than you to use the Services and you cannot use the Services to exchange payment transaction information on behalf of anyone else. It also means you cannot use the Services in a personal capacity, outside of your business activities. You are responsible and promise to pay us immediately if we suffer any loss relating to any acts and omissions of anyone who uses your account to access the Services.

4. How should you treat your customers when using this product?

In the context of these Terms, your counterparties are your “Customers”. In addition to the Framework Agreement's general conduct obligations, when using the Services you must:

- not use Services to sell products or services in a manner that is unfair or deceptive, exposes Customers to unreasonable risks, or does not disclose material terms of a purchase in advance;
- follow any legal consumer protection obligations you have when you transact with individuals;
- have a reasonable return, refund, cancellation, or adjustment policy, and clearly explain the process by which Customers can access it.

We call these your “**Seller Obligations**”.

5. payware Merchant Directory Listings

You must comply with your Seller Obligations at all times when using the payment information exchange service. One of the easier ways to comply with your Seller Obligations is to have a website where you can display the information you need to, and provide contact details for your Customers to contact you.

We realize that some of our **pay**ware Merchant customers may not have a website. As part of the platform, **pay**ware maintains a merchant directory to facilitate payment transactions between merchants and their Customers. If you don’t have a website when applying to use the payment information exchange service, your business activity will be included in the **pay**ware merchant directory with a unique link (a URL) that you can direct your Customers to for **pay**ware payment transactions. The directory listing will only be accessible by entering the unique link, and it will not be visible in any search engine.

What will be displayed on your directory listing?

Your directory listing will show your name, business contact information, and a description of your **pay**ware Merchant business activity - all supplied by you. To comply with your Seller Obligations, you need to have a reasonable return, refund, cancellation, or adjustment policy, and clearly explain the process by which Customers can access it. You may adopt the following **optional template** text as your own, or provide your own policy; whichever is published, you are its author and are solely responsible for it:

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Purchases made through this link are subject to the Merchant’s standard return and refund policies in accordance with applicable consumer protection laws. Please contact the Merchant directly for refund eligibility.

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payware provides the merchant directory as a neutral technical hosting feature that displays content authored and supplied by you, to facilitate payment transactions. The content of your directory listing - including your business description and the return, refund, cancellation, or adjustment policy, whether you adopt the optional template above or provide your own - is **your own content, authored and controlled by you, and published on your instruction**. **pay**ware does not author, draft, verify, endorse, curate, rank, or exercise editorial control over your listing or any merchant's listing, and does not select which merchants appear; the optional template text above is a convenience placeholder, is not legal advice, and becomes your content upon publication. As between you and **pay**ware, you are solely responsible for the accuracy and legal compliance of your listing under all applicable consumer protection and seller disclosure laws, and you shall indemnify **pay**ware against any claim, penalty, or liability arising from your listing content. **pay**ware is not the seller or provider of the goods or services, nor the provider of the consumer information displayed, and acts solely as a neutral host; **pay**ware may remove or disable a listing it reasonably believes to be unlawful or non-compliant. You can update or remove the content of your directory listing at any time through the **pay**ware business web portal.

Local Law Override. The default return and refund policy text provided above is a baseline for jurisdictions where no specific consumer protection requirements apply. Consumer protection laws vary across jurisdictions in which your Customers may be located, including but not limited to different withdrawal or cooling-off periods, mandatory refund rights, and distance selling regulations. You are solely responsible for ensuring that the return and refund policy displayed on your directory listing complies with all applicable consumer protection laws in the jurisdictions of your Customers. Where local law provides for consumer rights that exceed or differ from the default text, the local law shall prevail and you must update your directory listing accordingly through the **pay**ware business web portal.

6. What fees, costs and limits apply?

Business Fees

For your Merchant account, we will provide the Services to you according to the limits and fees set out on our Fees page (the "**Fees**"). The Fees form part of these Terms. The Fees include platform service fees for each Transaction's information exchanged through the Services and for other events connected with your Merchant Account plan. Fees are due and payable for Transactions that are successfully processed and confirmed by the relevant payment institution, and are not contingent on any subsequent status changes or refunds.

If you access the Services through an ISV partner who has negotiated custom per-transaction fees under a special agreement, the applicable fees for your Transactions may differ from those shown on the Fees page. Your ISV partner is responsible for informing you of the applicable rates prior to processing Transactions on your behalf. The effective per-transaction fee for your account is also displayed in the **pay**ware business web portal; by continuing to process Transactions after that fee has been made available to you there, you accept it as the applicable rate, which prevails over the generally published rates.

7. When will you receive the payments?

It is important to note that **pay**ware immediately exchanges payment-related information. However, the actual transfer of funds from the payer's account to the payee's account is handled by the payer's and the payee's payment institutions. The timing of the receipt of payments may vary depending on the location of the accounts involved. In the event of a closed-loop transaction, where both the customer and you have accounts with the same payment institution, the payment should be received immediately or by the end of the day. If the customer's account is with a different payment institution within the same jurisdiction as yours, a similar timeframe is expected. However, if the customer's account is with a different payment institution located in a different jurisdiction, the transfer may take longer and may incur additional fees from intermediary payment institutions for cross-jurisdictional transactions.

The customer's (payer's) payment institution is the sole authoritative source for the status of any Transaction (the "**Authoritative Source**"). Pursuant to the provisions of these Terms, **pay**ware shall provide prompt notice to you of the unconditional and irrevocable commitment made by the Authoritative Source to effectuate the transfer of funds to the payee's registered payment account. This notice is a mirror of the information received from the Authoritative Source and is transmitted by **pay**ware on an as-received basis without independent verification of the underlying fund position. **pay**ware does not at any time hold, control, or have visibility over the funds underlying a Transaction. A "Confirmed" or equivalent status displayed on your **pay**ware business web portal indicates that the Authoritative Source has communicated its commitment to transfer funds - it does not confirm that funds have been credited to your payment account. **pay**ware securely mirrors the bank's payment confirmation to you in real-time; however, the bank remains solely legally responsible for the physical transfer and settlement of your funds.

This notice shall be delivered in the form of a notification displayed on your **pay**ware business web portal or transmitted via the API. No acknowledgment of receipt is required from you to consider the notice as validly served. Upon first accessing the Transaction status information in the **pay**ware business web portal, you will be presented with a Transaction Status Disclaimer confirming that you understand and accept that a "Confirmed" status reflects the Authoritative Source's commitment and not the presence of funds in your account. You must acknowledge this disclaimer before accessing Transaction status details. Upon transmission or making available of such notice by **pay**ware via API or the web portal, you acknowledge and agree that **pay**ware shall be discharged from any and all liabilities, obligations, or responsibilities arising from the transaction, including, but not limited to, the receipt of funds by the payee's registered payment account. This discharge shall be binding and enforceable under the provisions of these Terms and applicable law. This discharge does not limit payware's liability for its own gross negligence, wilful misconduct, or breach of its obligations under these Terms or the Framework Agreement.

Authoritative Source credit and operational risk. You acknowledge and accept that the credit, operational, regulatory, resolution, and insolvency risk of the Authoritative Source - including any failure of the Authoritative Source to complete the underlying fund transfer following the issuance of a "Confirmed" or equivalent commitment notification, whether due to its insolvency, resolution, license suspension or revocation, internal AML or fraud holds, operational failure, or any other reason - is borne by you and not by **pay**ware. **pay**ware's discharge of liability under this Section 7 applies notwithstanding any such event affecting the Authoritative Source. Your recourse in respect of an unsettled but "Confirmed" Transaction is against the Authoritative Source (or, where applicable, the relevant deposit guarantee, resolution authority, or supervisory regime), and not against **pay**ware. This Section does not limit **pay**ware's own obligations or liability for its gross negligence, wilful misconduct, or breach of its obligations under these Terms or the Framework Agreement.

Multi-currency processing

The multi-currency processing provisions set out in [Section C.14 of the Framework Agreement]() apply to your use of the Services.

8. When might the payment institution reverse a transaction?

Refunds

In the context of Account-to-Account (A2A) payments, each Transaction is authenticated by the Customer through Strong Customer Authentication (SCA) on their banking application. Once a Transaction is authenticated and executed by the Customer's payment institution, it is final and irrevocable. There is no mechanism for the Customer to unilaterally reverse or recall a completed payment. The only way for a Customer to receive funds back is through a refund issued by you.

We are not responsible for, or liable to you, for any Transaction which is later the subject of a refund request or which is otherwise submitted without proper basis. You remain solely responsible for handling refund requests directly with your counterparties and payment institutions.

If a refund is issued through the Services, information about it will be exchanged as a new Transaction. Because of the nature of account-to-account payments, you will need to authorize a new transfer of the corresponding amount from your account back to the payer via your payment institution. This will be shown on your payment institution’s transaction history. For clarity, the fees charged on the original Transaction are not refunded or credited by reason of a refund, and a refund exchanged through the Services may itself be subject to the applicable per-transaction fee as set out on the Fees page or in your custom fee terms.

Notwithstanding the finality of authenticated Transactions, a payment institution may, in exceptional circumstances, be required to correct a Transaction where:

- it was made in connection with an Illegitimate Transaction or a Prohibited Business;
- it was made following or in connection with a breach of these Terms;
- a third-party partner (like a payment institution) has invalidated the transaction, or it breaches their requirements; or
- funds were settled to you without authorization or otherwise in error.

Fraud Risk Acknowledgment

You acknowledge and accept that the Services are a technical payment information exchange platform and not a regulated payment service. As such, **pay**ware does not operate any chargeback scheme, fraud recovery mechanism, buyer protection programme, or any other form of transaction reversal or reimbursement. There is no mechanism through which **pay**ware can reverse, recall, or recover funds once a Transaction has been confirmed by the Authoritative Source. Upon first accessing the Services - whether through the **pay**ware business web portal, the API, or webPOS - you will be presented with a Fraud Risk Acknowledgment confirming that you understand and accept these limitations. You must acknowledge this before initiating or receiving Transactions through the Services.

You are responsible for all losses you incur when lost or stolen credentials or accounts are used to purchase products or services from you. We do not protect you against third-party fraud or your own errors in authorizing a payee. For example, if someone pretends to be a legitimate buyer but is a fraudster, you will be responsible for any resulting costs, even if you do not recover the fraudulently purchased product.

Schedule 1

List of Special Terms

payware Special Terms - webPOS - Business