



# PayPoint Switcher Proposition Terms and Conditions

## August 2021

These Terms and Conditions (“Terms”) govern this promotion offered by PayPoint Network Limited (“PayPoint”) in to retailers entering into a new acquiring agreement by 31 October 2021. Please read the following Terms carefully and keep a copy for your information.

### 1. Eligibility

In order to be an eligible participant for the Switcher Proposition August 2021, you must meet one of the following eligibility criteria:

- (A) Be a merchant who
  - i. Receives your merchant acquiring services and PINpad terminal equipment from a provider other than PayPoint or another member of the PayPoint group (“Current Acquiring Agreement”) and
  - ii. is able to provide a monthly merchant statement that clearly indicates your PINpad terminal rental fee;
  
- (B) Be an existing PayPoint retailer who
  - i. is using the PayPoint EPOS platform
  - ii. has a Current Acquiring Agreement (as defined in (A) above), and
  - iii. is able to provide a monthly merchant statement that clearly indicates your PINpad terminal rental fee; OR
  
- (C) Be an existing PayPoint retailer who is:
  - i. using the PayPoint EPOS platform;
  - ii. is contracted to receive merchant acquiring services from an acquirer approved by PayPoint and has contracted with PayPoint as your card processing service provider;
  - iii. are not currently conducting any card transactions using PayPoint as your card processing service provider;
  - iv. who also has a Current Acquiring Agreement (as defined in (A) above), **and**
  - v. is able to provide a monthly merchant statement that clearly indicates your PINpad terminal rental fee

For details of the PayPoint group, visit <https://corporate.paypoint.com/our-company/group-companies>

### 2. Participation

In addition, to participate in this offer, you must have met the following requirements:

2.1. By 31 October 2021, you must:

- (a) enter into merchant acquiring services agreement with an acquirer approved by PayPoint (“New Acquiring Agreement”);
- (b) have an agreement with PayPoint to provide a PINpad and have this connected;
- (c) have completed the necessary documentation in order for PayPoint to provide card processing services to you;
- (d) You must have agreed to make PayPoint’s approved acquirer your principal provider for merchant acquiring services and, in conjunction, have PayPoint as your card processing service provider; and
- (e) You have performed your first successful card transaction using the PINpad.

2.2. By 31 December 2021 you must:

- (a) have conducted successful card transactions using the PINpad for at least fourteen (14) consecutive days; and
- (b) have submitted your claim (details on how to make your claim are below).

### 3. How to Claim



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- 3.1.** In order for eligible participants to make a claim under these terms, they must provide PayPoint with the following documents:
- (a) a final invoice/settlement quote from Current Acquiring Agreement detailing your exit fees; and
  - (b) a recent statement from your Current Acquiring Agreement (dated within the last 3 months);

These should be provided via email to the following address: [switching@paypoint.com](mailto:switching@paypoint.com)

- 3.2.** PayPoint may request further information or documentation, as may reasonably be required, in order to assess and process your claim, if successful.
- 3.3.** Any claims made after 31 December 2021 will not be valid and as such, no payment shall be made.
- 3.4.** By making a claim, you agree to be bound by these Terms and that you are not restricted from complying with these terms in any way.

#### **4. Payment**

- 4.1.** Payment shall be made to you alongside your weekly PayPoint commission and will be itemised on your self-billing invoice as 'Switcher Proposition'.
- 4.2.** PayPoint reserves the right to recover any payments made in accordance with these Terms immediately in the event:
- (a) You notify us of your intention to and/or terminate your New Acquiring Agreement and close your merchant acquiring account;
  - (b) You cease using your PayPoint provided PINpad for a period of at least 30 days.
- 4.3.** All sums due to be recovered under clause 4.2 above shall be calculated based on the length of time that has passed since the first transaction, in accordance with the following:

0 - 6 months of the first live transaction	100% repayment
7 - 12 months of the first live transaction	75 % repayment
13 - 18 months of the first live transaction	50 % repayment
19 - 24 months of the first live transaction	25 % repayment

#### **5. Other Important Terms:**

- 5.1.** The switching payment shall cover only the cancellation/exit fees for the termination of one of your existing acquiring facilities and the associated PINpad terminal (regardless of whether you have more than one acquiring services supplier). The payment shall not include any other costs or charges of any kind (including but not limited to, outstanding fees or charges on your account and costs incurred in respect of returned or non-returned equipment).
- 5.2.** The value of the payment shall be capped at a maximum of £1,000. PayPoint reserves the right to pay only a proportion of your cancellation/exit fees of your Current Acquiring Agreement based on an assessment of your acquirer statement. In conducting the assessment, PayPoint shall consider a number



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of factors, including but not limited to, monthly turnover and whether you obtain your Current Acquiring Agreement directly or through a third party.

- 5.3.** This offer is not transferable and cannot be exchanged for other alternatives.
- 5.4.** Responsibility is not accepted for any submitted claims that are damaged, lost or delayed as a result of any computer hardware, network or software failure of any kind. PayPoint reserves the right to reject any claim at its sole discretion.
- 5.5.** If you subsequently decide to cancel your New Acquiring Agreement, you will still be responsible for any charges you have incurred with the new acquirer. Please see the terms for the relevant New Acquiring Agreement for details of any charges or payments due including, but not limited to, charges on termination.
- 5.6.** PayPoint reserves the right to withdraw these Terms at any time, details of which will be shared on <https://retailer.paypoint.com/support/product-t&cs>.
- 5.7.** PayPoint will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with the switcher proposition or these terms, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.
- 5.8.** These Terms prevail in the event of any conflict or inconsistency with any other communications including advertising or promotional materials.
- 5.9.** These terms and conditions shall be governed by English law and the English courts shall have exclusive jurisdiction.

In these Terms, references to PayPoint shall mean, PayPoint Network Limited, 1 The Boulevard, Shire Park, Welwyn Garden City, AL7 1EL.