

## CARDHOLDERS TERMS OF USE

1. We are and have developed a software to enable organisations (schools, clubs, charities, businesses, organisations etc.) (the “**Customer**”) to organise and enable the issuance of bills and invoices which can be collected automatically in a click-to-pay model using web based and smartphone technology. We facilitate the Customer by providing a text messaging (SMS) and/or email service enabling them to contact you (the “**End User**”) by electronic means (web-based services), for the purposes of disseminating information, as required by the Customer, relevant to the End User.
2. You receive a link, which may direct you to your account with the Customer on our website (the “**Platform**”), where you may make a payment for services you wish to purchase from the Customer. Your use of the Platform is subject to these Terms of Use, and by using the Platform and making a payment, you accept these Terms of Use. The most recent version of these Terms of Use will always be available on the Platform.
3. You use the Platform by clicking on the link received and paying in the payment environment the amount indicated in the message received by you from the Customer.
4. We are not involved in your relationship with the Customer. We therefore do not accept any liability for damages resulting from the Beneficiary's failure to fulfil their obligations towards you or towards us.
5. You agree that by using the Platform, will liaise directly with the Customer in relation to the products and/or services purchased. You agree that is the Customer (and not us) requesting payment to their organisation for these products and/or services. You waive any statutory right to make us liable for activities, events and products advertised by the Customer.
6. As the recipient of any payment request, you are not obliged to make that payment via the Platform. You may have made other arrangements with the Customer or you may have refrained from making a payment. Under no circumstances will we be liable if you make a payment more than once. In such a situation, you must contact the Customer in order to find a solution.
7. You make all payments at your own risk and we accept no responsibility if you pay the wrong amount, pay for something you did not want or need.
8. We process any personal data in absolute compliance with the European General Data Protection Regulation (the “**GDPR**”) and any applicable national law and in accordance with our privacy policy which can be found at <https://www.way2pay.org/Privacy>.
9. You must at all times comply with legal requirements and not harm the rights or interests of others, including ours. Furthermore, it is forbidden to make payments for illegal activities or items.
10. You can expect us to abide by the laws and regulations that govern our services in Ireland.
11. In the event of (suspected) fraud, abuse of the service or if you fail to fulfil your obligations, breach our expectations, harm our interests or those of others or violate a prohibition, we may deactivate the Platform and not process or refund any payment. If you suffer loss or damage in this case, we will not be liable to pay you any compensation. If we or anyone else suffers loss or damage, you will be responsible for paying for that loss or damage.

12. We monitor the payment data we receive when settling payments to prevent fraud, money laundering and terrorist financing. We apply certain limits to our services and apply restrictions in connection with possible risks. Our aim is to provide a good and safe service and to comply with laws and regulations. Where necessary and possible, we will inform you in advance about applicable limits and restrictions.

13. Our operating procedures are designed to back up your data, however, you acknowledge that we are not responsible for the loss of it.

14. We do our best to ensure that the Platform works properly and are constantly improving it. However, we cannot guarantee that it will always be available and we cannot prevent failures, especially not the failures that sometimes occur in the systems of the other parties involved in the functioning of a payment method (such as your bank) and as a result of which a payment cannot be made, temporarily or otherwise. We are not responsible for this and accept no liability in either case.

15. If there is anything in these Terms of Use that is not valid under the law, the rest of the Terms of Use will remain valid.

**16. You agree that, should you have cause for dissatisfaction with the use of your funds paid using the Platform, you will contact the Customer directly and that we have no responsibility or liability whatsoever in that regard.**

17. You will liaise directly with the Customer in relation to refunds. In a case where you contact us in relation to a refund for the Customer's failure to deliver a service or product to your satisfaction, we will direct you to the Customer.

18. You acknowledge that all intellectual property rights in the Platform and any associated software throughout the world belong to us, and that you have no intellectual property rights in, or to, the Platform or associated software other than the right to use them in accordance with these Terms of Use.

19. We may assign our rights and obligations under the Agreement to others, but you may not.

20. We are not liable for any damage you may suffer as a result of our Platform being interrupted or interrupted or because we had to comply with our legal obligations.

21. These Terms of Use are governed by the laws of Ireland.