

Blink Gateway Services Schedule

This is a Schedule to the Terms and Conditions of Fidelity Payment Processing Limited t/a Blink. This Schedule applies to the Blink Gateway Services as stipulated in the Order Form.

Unless the context otherwise requires, the definitions used in the Terms and Conditions apply to this Schedule. Any other terms defined in this Schedule have that meaning for this Schedule only.

1. Interpretation

In this Schedule, the following terms shall have the following meanings unless the context requires otherwise:

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| "Access Period" | the Initial Access Period together with all Renewed Access Periods; |
| "Access Start Date" | Access Date; |
| "API" | the application programming interface through which the Merchant may access the Blink Gateway Services; |
| "API Integration" | the integration between the Merchant systems and the API; |
| "Blink Gateway" | the Blink management interface platform through which the Merchant is able to authorise and allow for payment of Transactions; |
| "Blink Gateway Fees" | the fees paid and payable by the Merchant for use of the Blink Gateway Services, as set out in the Order Form; |
| "Blink Gateway Services" | the services provided by Blink to the Merchant for processing of Data with respect to the authorisation and payment of Transactions through a virtual gateway, together with the provision of the necessary interface platform through which authorisation and payment of Transactions takes place; |
| "Content" | content, material, information and/or documentation that the Merchant uploads (or permits to be uploaded) onto Blink's (or any third party's) servers as part of Blink's provision of the Blink Gateway Services; |
| "Hosted Payment Page" | a Merchant-branded web page hosted by Blink through which, as part of the Blink Gateway Services, Blink accepts Customer, Card and Transaction information that it submits to the Acquirer on behalf of the Merchant; |
| "Initial Access Period" | 12 months from the Access Start Date; |
| "Minimum Volume" | the minimum number of Transactions the Merchant is to process using the Blink Gateway Services in any calendar month during the Access Period, as set out in the Order Form; |
| "MPTV" | maximum permitted transaction volume, as communicated by Blink to the Merchant from time to time; |
| "Payment Link" or "Pay-by-Link" | a web link created and hosted by Blink through which Blink a Customer is able to input Card and other Transaction Data that Blink submits to the Acquirer as part of the Blink Gateway Services; |
| "Renewed Access Period" | has the meaning given to it in Paragraph 2.1; and |
| "Transaction Fees" | the Fees payable by the Merchant to Blink for each Transaction processed using the Blink Gateway Services, as set out in the Order Form. |

2. Access

- 2.1. Access to Blink Gateway Services shall commence on the Access Start Date and shall continue, unless terminated earlier in accordance with this Agreement, for the Initial Access Period and shall automatically extend for 12 months ("**Renewed Access Period**") at the end of the Initial Access Period and at the end of each Renewed Access Period. Either Party may give written notice to the other Party, not later than 30 days before the end of the Initial Access Period or the relevant Renewed Access Period, to terminate the Blink Gateway Services at the end of the Initial Access Period or the relevant Renewed Access Period, as the case may be.
- 2.2. Through the Account, Blink will allocate to the Merchant access information and functionality for use of the Blink Gateway Services; in order for Blink to allocate such access, the Merchant must provide such information as Blink may require from time to time.

3. Blink Gateway Services

- 3.1. The Merchant may access the Blink Gateway only:
- 3.1.1. with a device and browser that is; or
 - 3.1.2. through the API to the extent that it is;
- compatible with the Blink Gateway, including any security features that are part of the Blink Gateway.
- 3.2. Subject to compatibility of Merchant and Customer equipment, systems and browsers, each as determined by Blink, the Blink Gateway Services shall provide for the secure transmission of Card and other Transaction Data from any of: (i) the Merchant; (ii) a Hosted Payment Page; or (iii) a Payment Link to the Acquirer, whilst maintaining records thereof accessible to the Merchant via the Account.
- 3.3. The Blink Gateway Services are subject to technical specifications prescribed by Blink; Merchant shall ensure that its equipment, systems and browsers are within such specifications, such as they may be from time to time.
- 3.4. In relation to the Blink Gateway Services:
- 3.4.1. Blink hereby grants to the Merchant a non-exclusive, non-transferable licence to allow Users to use the Blink Gateway Services solely for the Merchant's own business purposes and not for any third party;
 - 3.4.2. the rights provided under this Schedule are granted to the Merchant only, and shall not be considered granted to any subsidiary or holding company of the Merchant; and
 - 3.4.3. the Merchant shall not:
 - 3.4.3.1. remove, obscure, or alter any proprietary notices (including copyright notices) affixed to or contained within the Blink Gateway;
 - 3.4.3.2. attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Blink Gateway Services except to the extent expressly set out in this Agreement or as may be required by any applicable law;
 - 3.4.3.3. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Blink Gateway Services, except as may be required by any applicable law;
 - 3.4.3.4. circumvent any of the technical limitations of the Blink Gateway, or decompile or otherwise reconstruct the Blink Gateway;
 - 3.4.3.5. use the Blink Gateway in a way that could damage, disable, overburden, impair or compromise the Blink Gateway;

- 3.4.3.6. collect or harvest any information or data from the Blink Gateway or attempt to decipher any transmissions to or from the Blink Gateway;
 - 3.4.3.7. access all or any part of the Blink Gateway Services in order to build a product or service which competes with any part of the Blink Gateway Services; or
 - 3.4.3.8. use the Blink Gateway Services to provide services to third parties other than Customers.
- 3.5. Blink is not responsible for any connections, deliverables or services that Blink is not expressly stipulated to provide in this Agreement.
- 3.6. Blink does not warrant that the Blink Gateway Services, the Account and/or the Blink Gateway will be secure from unauthorised access. Due to the nature of the Internet, this cannot be guaranteed.
- 3.7. Blink may, at Blink's absolute discretion (subject always to Data Protection Legislation), from time to time either host the Blink Gateway on Blink's own servers or use third party suppliers to do so in whole or in part. The Merchant acknowledges that Blink may from time to time without prior notice and without the need for prior agreement provide reasonable additional obligations or requirements on users or reasonably restrict users' rights due to the requirements of the third-party suppliers.
- 3.8. Blink reserves the right, at any time, to carry out repairs, maintenance, or introduce new (and/or remove) facilities and functions in respect of all or any part of the Blink Gateway Services.
- 3.9. Blink does not warrant that the Blink Gateway Services will be compatible with all Content.
- 3.10. Blink shall be entitled to suspend the Blink Gateway Services (or any part thereof) at any time with immediate effect:
 - 3.10.1. for operational reasons such as repair, maintenance or improvement, provided that Blink shall endeavour to give the Merchant as much as notice as is reasonably possible before doing so and shall restore the Blink Gateway Service as soon as reasonably practicable following any such suspension;
 - 3.10.2. where Blink reasonably believes that the continued access of the Blink Gateway Services represents a threat or potential threat to the operation, security or functionality of any or all of the following (or any part thereof):
 - 3.10.2.1. the integrity of the Blink Gateway Services, including any software or hardware with which it is provided by Blink;
 - 3.10.2.2. the system or operation of any third party; or
 - 3.10.2.3. any aspect of services provided to a third party by Blink; and/or
 - 3.10.2.4. where Blink identifies or reasonably suspects any out-of-character traffic profile attributable or connected to the utilisation of the Blink Gateway Services by the Merchant (including MPTV). Blink will promptly inform the Merchant that the MPTV is being exceeded, ahead of suspending the Blink Gateway Services.

The right for Blink to suspend is designed to protect the Blink Gateway Services from risks such as denial of service attacks, and Blink will take reasonable steps to maintain the Blink Gateway Services.

4. Merchant obligations

- 4.1. In order to use the Blink Gateway Services and process Transactions through the Blink Gateway, the Merchant must provide to the Blink Gateway such information as Blink may require from time to time. The Merchant must ensure that all information is complete and accurate.

- 4.2. The Merchant is able to configure an API through the Account, to access the Blink Gateway Services. If the Merchant accesses the Blink Gateway Services through an API, the following shall apply:
- 4.2.1. Blink hereby grants to the Merchant a non-exclusive, non-transferable right during the Access Period to permit the Merchant to use the API solely for the purposes of internally developing its systems to communicate and interoperate with the Blink Gateway Services through the API. The Merchant must not:
- 4.2.1.1. use the API in any manner or for any purpose that infringes, misappropriates, or otherwise infringes any Intellectual Property Right or other right of any person, or that violates any applicable law;
 - 4.2.1.2. design or permit its systems to disable, override, or otherwise interfere with any of Blink's implemented communications to end users, consent screens, user settings, alerts, warning, or similar;
 - 4.2.1.3. use the API to replicate or attempt to replace the user experience of the Blink Gateway Services;
 - 4.2.1.4. attempt to cloak or conceal its identity or the identity of Users and/or its systems when requesting authorisation to use, or using, the API;
 - 4.2.1.5. (and shall ensure each User does not) except to the extent expressly permitted under this Paragraph 4.2:
 - a) combine or integrate the API with any software, technology, services, or materials not approved in advance by Blink;
 - b) pass or allow access to the API to any third party; and/or
 - c) commercially exploit, sell, license or distribute any API or any products and/or services incorporating the results retrieved using the API.
- 4.2.2. The Merchant's sole means of using the API, for the purposes of Paragraph 4.2.1 shall be using the integration that Blink puts in place, in collaborating with the Merchant, during Blink's setup and integration of the Blink Gateway Services with the Merchant's systems.
- 4.2.3. The Merchant is solely responsible for its integration with the Blink Gateway Services through the API, and Blink shall not have any liability (subject to Clause 9.2 of the Terms and Conditions) for any failure by the Merchant to properly perform and/or maintain such integration.
- 4.2.4. Blink operates a fair usage policy in respect of the Merchant's use of the API. To the extent that Blink reasonably considers that the Merchant's use does, or is likely to, exceed the fair usage limits that Blink has in place from time to time, Blink shall be entitled to (at its absolute discretion):
- 4.2.4.1. suspend the Merchant's (and/or any User's) right to use and/or access the API, and the Blink Gateway Services, on written notice with immediate effect, until such time as Blink is satisfied that the Merchant's use shall comply with Blink's fair usage policy; and/or
 - 4.2.4.2. charge the Merchant additional Fees in respect of the excess usage, calculated on the basis of Blink's normal rates in force for such use from time to time.
- 4.2.5. Blink may, at its absolute discretion, suspend the Merchant's or any User's access to and/or use of the API, on written notice with immediate effect, in the event of any breach of this Paragraph 4.2.

- 4.2.6. Blink does not warrant that the API will be free from any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.
- 4.2.7. The Merchant must access and use the API in compliance with Blink's instructions from time to time.
- 4.3. The Merchant must:
 - 4.3.1. report any faults or suspected faults with or in the Blink Gateway Services to Blink immediately upon discovery;
 - 4.3.2. be responsible (at its own cost) for providing the telecommunications services and correctly configured hardware that is needed to connect to the Blink Gateway Services and the Blink Gateway;
 - 4.3.3. provide details of a systems administrator who, on behalf of the Merchant, will be familiar with the Blink Gateway Services and available to be contacted by Blink to provide details of any change to the contact details of the system administrators;
 - 4.3.4. be responsible for configuration and management of access to the Blink Gateway Services including configuration of network, firewall, DNS, routers and any personal computers as well as any integration of the Blink Gateway Services into a website or call centre application as required by the Merchant (including in all cases the API, if applicable);
 - 4.3.5. allow Blink to incorporate information of the Merchant (including Transaction information) into the Blink databases solely for the purpose of providing the Blink Gateway Services;
 - 4.3.6. process the Minimum Volume in any calendar month during the Access Period;
 - 4.3.7. not store Card details on its systems whether in plain text or encrypted form; where the Merchant, with the agreement of the Acquirer, needs to store card details on its systems whether in plain text or encrypted form, the Merchant agrees to notify Blink in order to be assessed for adherence to PCI: DSS requirements. In such a case, the Merchant will be authorised by Blink to maintain a store of Card numbers only provided that the Merchant is able to provide to Blink such information and proof of certification as Blink may request in respect of such requirements in advance of such storage;
 - 4.3.8. apply adequate security measures to protect any information accessible through the Blink Gateway. Such information is available to the Merchant for the Merchant's internal purposes only, and the Merchant must not copy or download, or otherwise make available to any third party, any such information for any purpose; and
 - 4.3.9. report to Blink any abuse of the Internet (including spam, hacking and phishing) that the Merchant considers to have taken place through the use of the Blink Gateway Services and/or the Blink Gateway by any person, and the Merchant must include in such report as much information as the Merchant is able to provide to Blink relating to the type of abuse that the Merchant has witnessed.

- 4.4. The Merchant must not in any way use the Blink Gateway, or submit to Blink or the Blink Gateway, anything which in any respect:
- 4.4.1. is in breach of any law, statute, regulation or byelaw of any applicable jurisdiction;
 - 4.4.2. is fraudulent, criminal or unlawful;
 - 4.4.3. is inaccurate or out-of-date;
 - 4.4.4. is obscene, indecent, vulgar, discriminatory, offensive, threatening, defamatory or untrue;
 - 4.4.5. is in contravention of any applicable law, nor allow or assist any third party in doing so;
 - 4.4.6. impersonates any other person or body or misrepresents a relationship with any person or body;
 - 4.4.7. may infringe or breach the copy or Intellectual Property Rights of any third party;
 - 4.4.8. may be contrary to Blink's interests;
 - 4.4.9. is contrary to any specific rule or requirement that Blink may stipulate for the Blink Gateway Services; or
 - 4.4.10. involves the Merchant's use, delivery or transmission of any viruses, unsolicited communications, Trojan horses, trap doors, cancelbots, back doors, worms, easter eggs, time bombs or computer programming routines that are intended to damage, interfere with, surreptitiously intercept or expropriate any data, personal information or system.
- 4.5. Access to the Blink Gateway Services, the Account and/or the Blink Gateway may be suspended or withdrawn to or from the Merchant or all Users temporarily or permanently at any time without notice. Blink may also impose restrictions on the length and manner of usage of any part of the Blink Gateway and/or the Blink Gateway Services or access for any reason. If Blink impose restrictions on the Merchant, the Merchant must not attempt to use the Blink Gateway Services, the Account or the Blink Gateway under any other name or user.
- 4.6. Blink provides the Merchant with access to the Blink Gateway on an "as is" basis; the Merchant is responsible for maintaining appropriate records in connection with its business activities relating to the Blink Gateway Services. Following termination of the Blink Gateway Services, the Merchant acknowledges that Blink will not retain or store any information relating to the Blink Gateway Services (including Transaction data), or make such information available to the Merchant.

5. Fees

- 5.1. In consideration of the provision by Blink to the Merchant of the Blink Gateway Services and access to the Blink Gateway, the Merchant shall pay to Blink:
- 5.1.1. any setup Fees set out in the Order Form;
 - 5.1.2. the Blink Gateway Fees on a monthly basis in arrears; and
 - 5.1.3. the Transaction Fees on a monthly basis in arrears.

Blink reserves the rights to charge any such Fees in advance, at its absolute discretion.

- 5.2. If in any month the Merchant fails to process the Minimum Volume, the Merchant shall pay the Transaction Fees to Blink as if the Minimum Volume had been achieved.

6. Termination

In the event that the Blink Gateway Services are terminated for any reason, the Merchant will cease to have access to the Blink Gateway Services, the Account and the Blink Gateway.

7. Liability

- 7.1. The Merchant acknowledges that Blink cannot guarantee uninterrupted, timely or error-free access to the Blink Gateway Services and/or the Blink Gateway due to events beyond Blink's control (including operation of public and private networks by Internet service providers, telecoms providers and third parties), and Blink may also need to carry out maintenance (whether planned or unplanned, and routine or not) from time to time on the Blink Gateway Services and/or the Blink Gateway; however, Blink shall use its reasonable endeavours to minimise downtime of the Blink Gateway Services and the Blink Gateway. Subject to Blink having used such reasonable endeavours, Blink does not warrant that the provision of the Blink Gateway Services and/or the Blink Gateway will be uninterrupted or error-free.
- 7.2. For the purposes of Clause 9.4 of the Terms and Conditions, Blink's total aggregate liability arising out of or in connection with the Blink Gateway Services, the Blink Gateway, and otherwise arising under or in connection with this Schedule, shall be limited to 110% of the total amount of Fees paid and payable, in aggregate, by the Merchant to Blink under this Schedule in the 12 months prior to the date on which the claim first arose.