

FIDELITY PAYMENT PROCESSING LIMITED T/A BLINK

Terms and Conditions (these “Terms and Conditions”)

Definitions and interpretation

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

	“Access Date”		the date on which the Merchant is able to use any of the Blink Services for live Transactions;
1. 1.1	“Account”		means a unique electronic Data Transaction account within BlinkPayment through which Merchant can access the Blink Services and settings related thereto;
	“Acquirer Fees”		the Fees payable by the Merchant to Blink in respect of Blink's integration with the Acquirer Services, and the Acquirer to which the Merchant's Transaction instructions are routed for authorisation and settlement, in accordance with the Order Form;
	“Acquirer Services”		the services provided by the Acquirer from time to time relating to the authorisation and settlement of Transactions;
	“Acquirer Terms”		the terms and conditions to which the Merchant has contractually agreed in respect of the Acquirer and the Acquirer Services from time to time;
	“Acquirer”		the financial institution to which the Merchant's Transaction instructions are routed for authorisation and settlement, as notified to Blink by the Merchant;
	“Agreement”		these Terms and Conditions together with the relevant Order Form, the Schedules referred to in that Order Form and any document referred to in these Terms and Conditions, the Order Form or the Schedules;
	“Alternative Method”	Payment	a payment method other than Cards approved by Blink in writing from time to time;
	“Alternative Provider”	Payment	for each Alternative Payment Method, the provider of such payment method;
	“Applicable Law”		all laws or regulations (and including the requirements of any Regulatory Authority) applicable to a Party (including a Party's rights or obligations) or to any Transaction or Refund for the time being in force in any jurisdiction;
	“Authorisation”		: (A) in respect of Cards: the confirmation at the time of a Transaction from the relevant Card Issuer that the Card used to pay for the Transaction has not been blocked for any reason or listed as lost or stolen or as having had its security compromised and that there are sufficient funds available for the relevant Transaction; and (B) otherwise: authorisation of a Transaction, including, where applicable, the confirmation from the relevant Other Financial Institution or Alternative Payment Provider that adequate funds are available at the time of the Transaction to pay for the relevant Transaction; and “Authorise” and “Authorised” shall be construed accordingly;

“Blink Gateway”	Blink’s cloud-based payment gateway;
“Blink Gateway Services”	the services Blink provides in respect of the Blink Gateway, as set out and more particularly defined in the relevant Schedule;
“BlinkPayment”	the platform through which the Merchant is able to access the Blink Services, using a designated account;
“Blink Services”	the services that Blink provides to the Merchant under this Agreement, as set out in the Order Form and the relevant Schedule(s), and which excludes the Acquirer Services;
“Business Day”	a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business;
“Card”	a current and valid credit, debit, charge, purchase or other payment card issued by a Card Issuer under a Card Scheme whose payments Blink may accept for processing by the Blink Services under the terms of this Agreement;
“Card Issuer”	a Person which issues Cards;
“Card Schemes”	schemes governing the issue and use of Cards including Visa, Mastercard or as may be approved and notified by Blink to Merchant in writing from time to time;
“Chargeback”	means either: (i) any circumstances where Card Issuers, Card Schemes and/or Third Party Servicers either refuse to Settle a Transaction or demand payment from Blink in respect of a Transaction that has been Settled and/or in respect of which Remittance been made to the Merchant; or (ii) (in respect of an Alternative Payment Method) any Reversed Payment; or (iii) any other circumstance where any Third Party Servicer (e.g. Acquirer) either refuses to make a payment to Blink (including a Payment) or demands payment from Blink in respect of a disputed Payment or other payment made to Blink in respect of a Transaction, or in respect of which Payment or other payment has been made to the Merchant; in each case notwithstanding any Authorisation;
“Commencement Date”	the earlier of: (i) the date on which this Agreement has been signed by each of the Parties; and (ii) the date on which the Merchant is able to use any of the Blink Services for live Transactions;
“Confidential Information”	any information in any form or medium obtained by or on behalf of either Party from or on behalf of the other Party in relation to this Agreement which is expressly marked as confidential or which a reasonable person would consider to be confidential, whether disclosed or obtained before, on or after the Commencement Date, together with any reproductions of such information or any part of it;
“Control” or “Controlled”	means the exercise, or ability to exercise or entitlement to acquire, direct or indirect control over Merchant or Blink (as applicable), as defined in ss. 449 and 450 of the Corporation Tax Act 2010 and a “Change of Control” shall be deemed to have occurred if any Person or Persons who control(s) Blink or Merchant at the Commencement Date subsequently cease to control Blink or Merchant, as the case may be;

“Controller”		has the meaning set out in UK GDPR;
“Customer”		the person that holds a Card and orders products or services from the Merchant in respect of which payment shall be made using the Blink Services;
“Data Protection Legislation”	Protection	in relation to any Personal Data which is Processed in the performance of this Agreement, the Data Protection Act 2018 and the UK GDPR, in each case together with any national implementing laws, regulations, secondary legislation and any other applicable or equivalent data protection or privacy laws, as amended or updated from time to time, in the UK, and any successor legislation to such laws;
“Data Subject”		has the meaning set out in UK GDPR;
“Data Transaction”		the receipt or sending of Merchant Data to or from Merchant, a Customer, a User or Third Party Servicer on Merchant instructions via the Blink Services;
“Data”		documents, data and records of any kind relating to Transactions, Chargebacks, Representments, Retro-Charge or Refunds (including data relating to Cards and Customers) and shall include Transaction Personal Data and Sensitive Authentication Data;
“Fees”		the fees payable by the Merchant to Blink for the provision by Blink of the Blink Services, as set out in this Agreement (including the Order Form and the Schedules);
“Infrastructure”		all necessary telecommunications devices, connections, third-party equipment, utilities and other requirements necessary for the use and performance of the Blink Services (including networks, systems and Internet access as appropriate);
“Intellectual Property Rights”	Property	copyright and related rights, trade marks and service marks, trade names and domain names, rights under licences, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, patents, rights to inventions, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
“Inward Payment”		funds received by a Third Party Servicer, either originating from a Customer or otherwise, with a reference identifying Merchant as the intended recipient and beneficiary;
“Lead User”		a User that the Merchant has authorised to make Blink Services selection preferences on behalf of the Merchant, activate and deactivate other Users and exercise administrative privileges in the Account;
“Merchant Bank Account”		an account in the name of Merchant with a duly authorised credit institution acceptable to Acquirer that is maintained by Merchant for

the purposes of receiving Remittances and paying Fees due to Blink or other amounts to Third Party Servicers;

“Merchant Contact Data”	Personal Data provided by the Merchant to Blink, or otherwise collected by Blink from the Merchant, in respect of the Blink Services, relating to the management of this Agreement, use of the Blink Services, and the relationship between the Merchant and Blink, in respect of which Blink acts as Controller;
“Merchant Data Consent”	the express consent granted by Merchant for Blink to collect, process and disclose Merchant Data in accordance with the terms of this Agreement incorporated herein by reference and set out in the Merchant Data Consent Schedule set out at the end of this Agreement;
“Merchant Data”	data concerning Transactions or other Merchant or Customer activity available through the Blink Services (i) from Blink; or (ii) from a Third Party Servicer;
“Merchant Guide”	any instructions, guidance or manuals made available by Blink with respect to the Blink Services, as amended from time to time;
“Merchant Personal Data”	Personal Data forming part of Merchant Data, and relates only to personal data, or any part of such personal data, of which the Merchant is the Controller and in relation to which Blink is the Processor and providing services under this Agreement
“Merchant”	the recipient of services from Blink under this Agreement, as set out in the Order Form;
“MID”	the merchant identification number (being a unique code) allocated to the Merchant by the Acquirer in order for the Merchant to receive the Acquirer Services and process Transactions using the Blink Services;
“Network Rules”	<p>all applicable rules, regulations and operating guidelines issued by the Card Schemes or any Alternative Payment Provider from time to time relating to Cards, Transactions, Alternative Payment Methods and any payments or processing of Data relating thereto (including those communicated to you in the Merchant Guide and such rules, regulations and guidelines posted on Card Scheme or Alternative Payment Provider websites from time to time including:</p> <ul style="list-style-type: none">- www.visa.europa.com;- http://www.mastercard.co.uk/; and- https://www.mastercard.us/en-us/aboutmastercard/what-we-do/rules.html, and such other URLs as Blink may notify Merchant about from time to time); <p>and all amendments, changes and revisions made thereto from time to time, and any current waivers or exceptions agreed with the Card Schemes or any Alternative Payment Provider;</p>
“Normal Business Hours”	09.00 to 17.30 on each Business Day;

“Order Form”		the written document Blink provides to the Merchant containing specific information relating to the particular services supplied or to be arranged to be supplied by Blink to the Merchant;
“Other Financial Institution”		a Third Party Servicer that is a financial institution;
“Other Payments Organisation”		a Third Party Servicer that is in business or providing payment services or services in support of payment services;
“Outward Payment”		a payment transaction whereby a Third Party Servicer transfers funds to the bank account designated by Merchant in accordance with Merchant instructions.
“Parties”		Blink and the Merchant, and “Party” shall mean either of them;
“Payments”		together, Inward Payments and Outward Payments.
“Person”		any individual, company, body corporate, corporation sole or aggregate, government, state or agency of a state, firm, partnership, association, organisation or trust (in each case, irrespective of the jurisdiction in or under the law of which it was incorporated, formed or otherwise exists);
“Personal Data Breach”		has the meaning given to it by UK GDPR;
“Personal Data”		has the meaning given to it by UK GDPR;
“Privacy Policy”		the Blink privacy policy, posted here and https://www.blinkpayment.co.uk/terms/privacy-policy incorporated herein by reference;
“Process”	and	has the meaning given to it by UK GDPR;
“Processing”		
“Processor”		has the meaning set out in UK GDPR;
“Rates”		Blink’s time and materials rates for providing services from time to time in force;
“Reason Code”		a code or category used by any Card Scheme to classify a specific activity, act or omission, including any code in the Visa Merchant Alert Service, Mastercard Member Alert to Control High-Risk Merchants or an equivalent for any other Card Scheme, or a Regulatory Authority black list;
“Refund”		a Transaction, in respect of an initiating Transaction, made wholly or partially to reverse that initiating Transaction;
“Regulatory Authority”		any governmental or regulatory authority, and/or any self-regulatory authority, governmental department, agency, commission, board, tribunal, crown corporation, or court or other law, rule or regulation making entity having jurisdiction over any of the Parties and/or their businesses or any part or subdivision thereof in any territory in which the Blink Services are made available or any local authority, district or other subdivision thereof (including, in respect of the United Kingdom, the Financial Conduct Authority, the Office of Fair Trading, the Office

of the Information Commissioner) and any body which succeeds or replaces any of the foregoing;

“Remittance”	any payment a Third Party Servicer or Merchant makes under a Third Party Servicer Agreement (and “Remit” will be construed accordingly);
“Representment”	a type of transaction that is undertaken to reverse a Chargeback by the re-execution of the original transaction, where Merchant has successfully challenged the Chargeback;
“Restricted Person”	a person that is (i) listed on, or owned or Controlled by a Person listed on any Sanctions list; (ii) located in, incorporated under the laws of, or owned or Controlled by, or acting on behalf of, a person located in or organised under the laws of a country or territory that is the target of country-wide Sanctions; or (iii) otherwise a target of Sanctions.
“Retro-Charge”	a Transaction initiated by the Merchant to reverse a Refund to which the Customer was not entitled;
“Reversed Payment”	an Inward Payment to the extent that it is fully or partially returned by an Alternative Payment Provider or a bank associated with the Inward Payment or to the extent that any Regulatory Authority requires the return of an Inward Payment, resulting in a financial liability to Acquirer which may include any circumstances where any of the foregoing persons either: (a) refuses to make the Inward Payment; or (b) demands repayment from Acquirer of an Inward Payment due to a disputed corresponding Transaction, and in each case, notwithstanding: (i) any confirmation from an Alternative Payment Provider or bank that a Payment is authorised and/or in progress; and (ii) whether a corresponding Outward Payment has been made;
“Retail Prices index”	the Retail Prices Index excluding mortgage interest payments (RPIX) as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree most closely resembles such index;
“Sanctions”	any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (i) the United States government; (ii) the United Nations; (iii) the European Union; (iv) the United Kingdom; or (v) the respective governmental institutions and agencies of any of the foregoing, including without limitation, the Office of Foreign Assets Control of the US Department of Treasury (“OFAC”), the United States Department of State, and Her Majesty’s Treasury.
“Schedule”	a schedule containing a further description of a specific Blink Service provided by Blink to the Merchant, including further rights and obligations for the Parties in relation to such Blink Service;

“Sensitive Authentication Data”	security related information used to authenticate Cardholders and authorise Card transactions. “Sensitive Authentication Data” elements include magnetic stripe data (PAVE, CVV, CVC, CID) PINs, PIN blocks and the three or four digit number security code found either on the front or on the back of a card (e.g. MasterCard CVC2/ Visa CVV2);
“Settlement”	the crediting to Merchant of the value of a Transaction as determined by the relevant Card Scheme or Third Party Servicer as the case may be (and “Settle” and “Settled” shall be construed accordingly);
“Special Categories of Personal Data”	those categories of data listed in Article 9(1) UK GDPR;
“Supervisory Authority”	any regulatory authority responsible for the enforcement of Data Protection Legislation;
“Term”	has the meaning given to it in Clause 10.1;
“Third-Party Gateway”	a cloud-based payment gateway as provided by a third party other than Blink, as defined in the relevant Schedule and the Order Form;
“Third Party Servicer Agreement”	an agreement between Merchant and a Third Party Servicer concerning the supply of Third Party Servicer Services to or for the benefit of Merchant;
“Third Party Servicer Service”	the services of a Third Party Servicer;
“Third Party Servicer”	a third-party service provider that has entered into an agreement with Merchant, such as, for example an Acquirer or an Issuer;
“Transaction”	means any payment by a Customer for goods and/or services purchased by a Customer from and provided by Merchant, using either: (A) a Card, a Card number or otherwise to debit or credit the applicable Card account; or (B) an Alternative Payment Method; in each case in accordance with the terms of the applicable Third Party Servicer Agreement (e.g. Acquirer agreement) and in relation to which Blink supplies any of the Blink Services to Merchant, or a reversal of the same. Unless the context requires otherwise, a reference to “Transaction” shall include a reference to a Refund, a Representment, a Retro-Charge, a Recurring Transaction and a series of connected Transactions;
“UK GDPR”	Regulation (EU) 2016/679 General Data Protection Regulation as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019; and
1.4	
1.5	“User” an employee or independent contractor of Merchant who is authorised by the Merchant to use the Blink Services on behalf of the Merchant;

references to **“Clauses”** are to clauses of this Agreement; references to **“Paragraphs”** are to paragraphs of a Schedule;

the headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;

a “**person**” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

a reference to a Party includes its personal representatives, successors or permitted assigns;

words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include the other gender and the neutral;

a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression, shall be construed as illustrative, shall not limit the sense of the words preceding or following those terms, and shall be deemed to be followed by the words “without limitation” unless the context requires otherwise; and

a reference to “**writing**” or “**written**” includes in electronic form and similar means of communication except where expressly stated.

Agreement

The terms of this Agreement apply to the exclusion of any terms and conditions submitted, proposed or stipulated by the Merchant in whatever form and at whatever time. These Terms and Conditions apply to all Blink Services.

Save as expressly provided in this Agreement, this Agreement shall operate to the entire exclusion of any other agreement, understanding or arrangement of any kind between the Parties preceding the date of this Agreement and in any way relating to the subject matter of this Agreement and to the exclusion of any representations not expressly stated in this Agreement except for any fraudulent misrepresentations or any misrepresentation as to a fundamental matter. Each of the Parties acknowledges that it has not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.

This Agreement constitutes the whole agreement and understanding of the Parties as to the subject matter of this Agreement and there are no provisions, terms, conditions or obligations, whether oral or written, express or implied, other than those contained or referred to in this Agreement.

The Order Form shall be in the form that Blink requires from time to time. This Agreement shall be legally formed and the Parties shall be legally bound when Blink has received and accepted the Order Form that has been accepted by an authorised signatory of the Merchant and submitted by the Merchant to Blink. Submission to Blink by the Merchant of the Order Form as accepted by the Merchant shall be deemed to be an offer by the Merchant to purchase Blink Services (as specified in the Order Form) from Blink, subject to the provisions of this Agreement, and Blink’s counter-acceptance of the Order Form shall be considered acceptance of such offer, but the requirements for Blink to perform any of its obligations under this Agreement shall be conditional upon Blink’s receipt from the Merchant of any advance payment of Fees as required under this Agreement.

If the Merchant provides to Blink a purchase order for the Merchant’s receipt of Blink Services other than as set out in Clause 2.4, that purchase order (and any terms and conditions attached or referred to in it) shall be purely for the Merchant’s administrative purposes and shall not form part of this Agreement.

In the event of a conflict between these Terms and Conditions, Schedules and the Order Form, then:

the Order Form shall prevail over

these Terms and Conditions, which shall prevail over

a Schedule.

Blink Services

Blink will provide the Blink Services to the Merchant as set out in the Order Form.

Blink warrants that it shall provide the Blink Services with reasonable skill, care and diligence using appropriately experienced and qualified personnel.

The Merchant shall be entitled to access the Blink Services through the Account, or as otherwise set out in the Order Form and/or the relevant Schedule. In respect of the Account and/or any other Blink Service in respect of which the Merchant obtains authentication credentials from Blink for use and access ("**Authentication Credentials**"), the Merchant must:

- 3.2 not share the Authentication Credentials with any third party;
- 3.3 keep the Authentication Credentials secure; and
- use the Authentication Credentials as the Merchant's sole means of accessing the relevant Blink Services.

- 3.3.1 Blink reserves the right to revoke the Authentication Credentials immediately without notice if
- 3.3.2 the Merchant breaches any term of this Agreement. The Merchant shall be responsible for
- 3.3.3 ensuring that its Authentication Credentials are used solely for the purpose of accessing the relevant Blink Services in accordance with this Agreement, and shall be responsible for any resulting use of the relevant Blink Services, regardless of whether the Merchant authorised the corresponding use of its Authentication Credentials.

Blink shall grant the Merchant a unique and private Account accessible through BlinkPayment. The Account shall be a record of Data Transactions. Blink shall provide Merchant with access codes for the Account. Merchant shall not disclose such codes or permit any third party to use them. Merchant assumes full responsibility for the use of Account.

3.4

From time to time, Merchant will be invited to:

- 3.5 enter certain preferences and specifications within the Account that will apply to the Blink Services; and/or
- 3.5.1
- 3.5.2 instruct Blink in respect of such preferences and specifications, outside the Account.

Merchant assumes exclusive responsibility for such selections even if they contain errors by Merchant, or result in losses to Merchant. Any additional terms and conditions posted to the Account or specific Blink Services preferences selected by Merchant by any media or method are incorporated into this Agreement by reference.

3.6

The Lead User may be granted administrative rights in Account, including the right to allow more than one individual User from the Merchant organisation to access the Account. The Merchant is responsible for all acts and omissions of each individual User. The Merchant guarantees that each User shall comply with the terms of this Agreement. Each reference to Merchant in this Agreement shall refer to both Merchant and each of its Users.

3.7

Merchant shall notify Blink by email to support@blinkpayment.co.uk immediately of any loss or disclosure, whether voluntary or otherwise, of any Account password or access code to a third party. Blink may interrupt or refuse all access and any orders made using this password within one (1) Business Day following the receipt of the notification.

3.8

3.8.1

3.8.2

Blink shall ensure that it:

- 3.9 has all necessary consents, rights and permission to enter into, and perform its obligations under, this Agreement; and
- shall comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of its rights and performance of its obligations under this Agreement.

3.10

Blink is not responsible for any people, equipment, deliverables or services that it is not expressly stipulated to provide in this Agreement. The Merchant is responsible for any people, equipment, deliverables and services that it needs to obtain from someone other than Blink. Except for any matter in relation to which Blink specifically agrees in writing to advise or do, it shall not be responsible, or have any liability (subject to Clause 9.2) for advising on, or failing to advise on, or doing, or failing to do, anything else.

Subject to Clause 9.2, Blink shall not have any liability for any delays or failures to accurately perform its obligations under this Agreement if caused by any failure or delay on the Merchant's part or on the part of the Merchant's employees, agents or subcontractors or by any breach by

the Merchant of this Agreement or any other agreement. If there is any slippage in time, Blink shall use its reasonable endeavours to reschedule delayed tasks to a mutually convenient time.

If Blink is delayed or hindered in providing any Blink Services as a result of any breach, delay or failure by the Merchant to perform any of its obligations under this Agreement or of any other agreement between the Parties, then Blink may charge the Merchant at the Rates for any time reasonably incurred as a result of the hindrance or breach.

The Merchant acknowledges that:

- 3.11 Blink's ability to provide the Blink Services may be subject to the approval and acceptance of Third Party Servicers, including the Acquirer, that provides merchant-acquiring or other services to the Merchant;
- 3.12 any such Third Party Servicer Services are the responsibility and liability of the relevant Third Party Servicer and the Merchant acknowledges that the acts or omissions of any
 - 3.12.1 such third party may impact on Blink's ability to perform the Blink Services;
 - 3.12.2 Blink shall not have any liability (subject to Clause 9.2) for any delay in or non-performance of the Blink Services which is caused by any Third Party Servicer;
 - 3.12.3 where Third Party Servicer Services are indicated as being compatible with the Blink Services within the Account, Merchant may initiate Data Transactions with respect to such Third Party Servicers the results of which are determined as per the terms of the applicable Third Party Servicer Agreement; however, Blink shall not have any liability
 - 3.12.4 (subject to Clause 9.2) for any lack of compatibility, or any inability to initiate such Data Transactions;
 - 3.12.5 Third Party Servicers may update Third Party Servicer Agreements at any time, and impose restrictions and/or conditions on or in respect of Third Party Servicer Services at any time, and Blink shall not have any liability (subject to Clause 9.2) in respect of any updates, restrictions, conditions and/or changes, and/or for the acts or omissions of any Third Party Servicer, at any time; and
 - 3.12.6 Blink may, at its absolute discretion, add or remove integrations and compatibility of the Blink Services with any or all Third Party Servicer Services without prior notice to or consent of the Merchant.
- 3.13 Blink reserves the right to change the Blink Services at any time, including making changes to the Blink Services to comply with applicable laws and/or regulations, or changes which do not materially affect the functionality of the Blink Services. In the event that such changes impact the way in which the Merchant uses the Blink Services, Blink will inform the Merchant in advance of the change.
- 3.14
- 3.15 Blink shall not provide any training of personnel utilised by the Merchant as part of the Blink
 - 3.15.1 Services.
 - 3.15.2 Blink:
 - does not warrant that the Merchant's use of the Blink Services will be uninterrupted or error-free; and
 - 3.16 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and the Merchant acknowledges that the Blink Services may be subject to
 - 3.17 limitations, delays and other problems inherent in the use of such communications facilities.
 - 3.17.1 Whilst Blink uses its reasonable endeavours to make the Blink Services available, Blink shall not have any liability (subject to Clause 9.2) if for any reason the Blink Services are unavailable for any time or for any period.

Blink does not guarantee that the Blink Services will be free from faults. Subject to any other support made available in respect of a specific Blink Service as set out in the Order Form or any Schedule, Blink shall use its reasonable endeavours to:

- provide technical support via a "Help Desk" telephone service available during Normal Business Hours; and

correct any errors or omissions in the Blink Services as soon as practicable during Normal Business Hours after receiving full and clear information on them from the Merchant via the Help Desk telephone service;

(“**Support Services**”). Blink shall respond to a request for Support Services within a reasonable time, but Blink cannot guarantee any particular result or outcome nor within any particular time. In particular, without limitation, Blink may need to obtain support in turn from a third party that assists Blink with the provision of the Support Services.

3.17.2 Third Party Servicers of a particular Third Party Servicer Service may from time to time offer independent support services to the Merchant in respect of that service, for which the Merchant acknowledges that Blink has no liability (subject to Clause 9.2); in such circumstances, the contact details for the Merchant to obtain such support shall be as set out in the Order Form, as notified to the Merchant by Blink from time to time, or as otherwise made available to the Merchant by the relevant Third Party Servicer. To the extent any training charges are incurred by Blink in respect of any Third Party Servicer Service and access to it by the Merchant, Blink will invoice the Merchant in respect of such training costs, and any such invoice shall be payable by the Merchant in accordance with the payment terms contained in this Agreement.

3.18

The Support Services exclude the resolution of faults or defects that arise as a result of the Merchant's failure to comply with this Agreement or any other agreement between the Parties, or due to the act or omission of any third party. Blink may provide those excluded services as part of the Support Services at its absolute discretion and at the Rates; subject to Clause 9.2, Blink shall not have any liability for its provision of any of those excluded services to the Merchant.

3.19

Blink may allow for the Merchant to communicate payment links with customers by SMS, using the Blink Services. To the extent such functionality is offered by Blink, it reserves the right to attach such conditions to the Merchant's use of such functionality as it considers appropriate from time to time (including in respect of the permitted geographical scope of such communications), and to charge for such functionality at such rate as it agrees in writing with the Merchant from time to time.

3.20

To the extent that integration kits and/or test environments are made available in respect of the Blink Services, to assist the Merchant with integration with, and testing of, the Blink Services, such availability is on an “as is” basis, and it is the Merchant's absolute responsibility to check the accuracy and suitability of such kits and/or environments in respect of integration with the Merchant's systems, and to maintain such integrations. The Merchant's use is at its own risk and Blink shall not have any liability (subject to Clause 9.2) for any omissions, errors or inaccuracies in any integration kits, protocols, test environments and/or related advice.-

3.21

3.22

3.22.1 The Merchant must ensure that it uses the most up to date protocols and algorithms made available by Blink when integrating with the Blink Services. Blink:

3.22.2 may, at its absolute discretion, continue to make old protocols and algorithms available to the Merchant, without support, and the Merchant's continued use of any such protocols and algorithms is entirely at its own risk; and

3.23

may withdraw or cease to permit integrations with the Blink Services using any such older protocols and algorithms at any time.

3.23.1 To the extent Blink receives any complaint from a Customer, Blink will direct the Customer to the Merchant; the Merchant is responsible for any complaints in respect of Customers and will

3.23.2 work in good faith to promptly resolve any such complaints. If a Customer continues to contact Blink regarding the Merchant's service, Blink will use its reasonable endeavours to discuss this

3.24

3.24.1 with the Merchant but reserves the right to:

suspend provision of all or part of the Blink Services until such time as Blink reasonably considers that the complaint has been resolved; and/or

terminate provision of all or part of the Blink Services.

Except as specifically stipulated in this Agreement, Blink:

shall not be responsible for providing or achieving any particular results or outcomes or within a particular time;

does not warrant that the Blink Services, or any part of them, will meet the Merchant's requirements;

does not warrant that the Blink Services will operate in conjunction with the Merchant's (or any User's) software or equipment;

does not warrant that any defect, error or bug in any software or hardware can be remedied; and

- 3.24.2 excludes all conditions, warranties, terms and obligations, whether express or implied by statute, common law or otherwise, to the fullest extent permitted by law in respect
- 3.24.3 of this Agreement and the Blink Services.

3.24.4 **The Merchant's obligations**

3.24.5 The Merchant shall:

ensure that any instructions it provides to Blink for or in respect of the Blink Services are complete, accurate and up-to-date;

4.

4.1

ensure that Transaction information shared by the Merchant with Blink in respect of the Blink Services is complete, accurate and up-to-date;

4.1.1

comply with the Acquirer Terms and other Third Party Servicer Agreements; the Merchant acknowledges that any such Third Party Servicer Agreement forms a contract that is solely between the Merchant and the Third Party Servicer; the enforcement of any contractual obligations arising out of such Third Party Servicer Agreement is the responsibility of the Merchant and the relevant Third Party Servicer (being the parties to such Third Party Servicer Agreement), and, subject to Clause 9.2, Blink shall not have any liability for the failure of either the Merchant or the Third Party Servicer to fulfil such obligations;

4.1.2

4.1.3

4.1.4

during the term of this Agreement and for such period as may be required following termination or expiry of this Agreement as may be reasonably necessary, open and maintain in its name a MID; to the extent that the Merchant does not subscribe to receive the assistance services in respect of the MID under a separate contract from Blink, the Merchant shall be responsible to undertake and/or receive equivalent services from an alternative source, and the Merchant will indemnify Blink from and against any loss, damage, costs and expenses and other liabilities Blink may incur as a consequence of the Merchant failing to undertake and/or receive such equivalent services from an alternative source;

4.1.5

4.1.6

4.1.7

have in place all Infrastructure;

4.1.8

be responsible for the security and integrity of the Infrastructure;

obtain the prior written authorisation of Blink prior to moving the relevant Acquirer Services away from an Acquirer to another Acquirer;

4.1.9

provide Blink with accurate and up to date information in respect of the Merchant's MID and the Merchant's access to and use of the Acquirer Services, on which information Blink shall be entitled to rely in order to provide the Blink Services;

4.1.10

4.1.11

for each Third Party Servicer Service that Merchant wishes to be integrated with the Blink Services, as indicated by preferences within the Blink Services, Merchant shall: (i) ensure that the relevant Third Party Servicer agrees to such integration and send and accept Data Transactions drawn from them or provided to them through the Blink Services as if they were requested or provided by the Merchant itself pursuant to the relevant Third Party Servicer Terms; and (ii) acknowledge to each Third Party Servicer that all Data Transactions drawn or presented to a Third Party Servicer are deemed to be those of the Merchant under the applicable Third Party Servicer Agreement;

promptly provide to Blink such data, information and assistance that will enable Blink to carry out fully, accurately and promptly its obligations under this Agreement;

be responsible for any Chargebacks or other charges made to the Merchant by third parties, such as the Acquirer, as a result of or in connection with any Transaction and the Merchant's status; the Merchant acknowledges that Blink has no visibility of

- Chargebacks or other charges and cannot offer advice or assistance in respect of them;
be responsible for making its own assessment of the Blink Services before choosing to receive them and for ensuring that the Blink Services (and their functionality) can be and are received and used by the Merchant in compliance with applicable law and regulation that applies to the Merchant in the countries and jurisdictions in which the Merchant is active; the Merchant shall be responsible for any fines, assessments, costs, damages or other consequence that may result or other losses that Blink may suffer from unauthorised or prohibited practices and/or Transactions as a result of the Merchant's failure to comply with this Clause 4.1.12;
- 4.1.12 act with reasonable skill and care in connection with its activities as a merchant and/or its use of the Blink Services, and not to do anything (or omit to do anything) which may damage or bring Blink's name, business and/or products into disrepute;
notify Blink immediately if at any time the Merchant:
- 4.1.13 becomes aware of or reasonably suspects that there has been or could be any breach of security in respect of Merchant Data, or the PCI DSS or other applicable law or regulation;
- 4.1.14 (a) becomes aware of any matter which might reasonably be considered to affect Blink's ability to provide the Blink Services in accordance with this Agreement, or applicable law or regulation;
- (b) becomes aware of any errors or inaccuracies affecting its use of the Services or the Account; or
- (c) is in dispute with the Acquirer;
- (d) have all rights, permissions and consents to enter into, and perform its obligations under, this Agreement, and to make use of the Blink Services;
- 4.1.15
- 4.1.16 comply with all Network Rules applicable to it from time to time; and
- 4.1.17 comply with all applicable laws, statutes, regulations and bye-laws in relation to the exercise of its rights and performance of its obligations under this Agreement (including all PCI DSS standards and/or requirements applicable, or otherwise provided, to the Merchant from time to time).
- 4.2
- 4.3 The Blink Services may enable electronic communication between Merchant and its Customers. Merchant acknowledges that any communication between Merchant and a Customer via the Blink Services occurs within the context of the relationship between Merchant and its Customer for which Merchant assumes exclusive liability; Merchant shall ensure that it has put in place all necessary agreements, privacy consents and other disclosure necessary for any such communication by way of the Blink Services.
- 4.3.1
- 4.3.2 The Merchant acknowledges that it requires a MID to access the Blink Services, and that the Acquirer may at any time:
- reject MID applications at its discretion; and/or
- terminate the Merchant's merchant services agreement with the Acquirer in accordance with the Acquirer Terms.
- 4.4 In the event that Clause 4.3.1 or Clause 4.3.2 applies to the Merchant, Blink may terminate this Agreement with immediate effect by giving notice to the Merchant; the Merchant shall be obligated to pay to Blink the Fees that would otherwise have been payable by the Merchant to Blink in respect of each Blink Service, had this Agreement continued (and not terminated early) until the earliest date that each Blink Service could otherwise have been terminated by the Merchant in accordance with this Agreement, together with the Acquirer Fees until the latest such date.
- To the extent that the Merchant ceases receiving the Acquirer Services and/or does not otherwise have an account with an Acquirer at any time, such cessation shall not impact this Agreement and the Merchant's obligation to receive any Blink Services and pay any Fees, until such Blink Services have been terminated by the Merchant in accordance with this Agreement.

It is the Merchant's responsibility to ensure that the Blink Services are sufficient and suitable for its purposes and meet its individual requirements. This responsibility includes ensuring that the Blink Services, and any deliverables or other materials Blink provides as part of the Blink Services, are compliant with any regulatory regime to which the Merchant is subject. Blink shall not be responsible or, subject to Clause 9.2, have any liability in the event that the Blink Services are not suitable for the Merchant's purposes or do not meet the Merchant's individual requirements, including if they fail to comply with any laws or regulations to which the Merchant is subject.

4.5

The Merchant is responsible for ensuring that it provides Blink with the information and assistance required to enable Blink to properly provide the Blink Services. Blink shall not be responsible or, subject to Clause 9.2, have any liability for any failure to provide the Blink Services to the extent caused by the Merchant's failure to properly ensure the provision of the relevant information and/or assistance, including as set out in Clause 4.1.

4.6

The Merchant shall notify Blink immediately in the event that the Merchant becomes aware of any:

breach of applicable laws and/or regulations in respect of use of the Blink Services;

4.7

matter which may impact the ability of Blink to provide the Blink Services in accordance with this Agreement and applicable laws and/or regulations;

4.7.1

4.7.2

errors in the Services or the Merchant's use of the Blink Services, including in respect of Transactions; and/or

4.7.3

dispute between the Merchant and the Acquirer or any other Third Party Servicer.

4.7.4

The Merchant acknowledges that each Third Party Servicer has its own privacy policies and that Blink do not accept any responsibility or liability (subject to Clause 9.2) for those policies.

4.8

Blink reserves the right to refuse to provide (or to cease providing) all or part of the Blink Services, or suspend the processing of any Transactions, at any time, if Blink reasonably suspects that it has failed to comply with this Agreement or that there might be fraudulent or illegal activity in connection with the Merchant's use of the Blink Services or the Account.

4.9

5.

Acquirer Services

5.1

Blink accepts liability in respect of the Blink Services only. The Merchant's access to, and the availability of, Acquirer Services is subject to the relevant Acquirer Terms. The Merchant warrants that it has read and accepted the Acquirer Terms. Blink shall not have any liability (subject to Clause 9.2) in respect of any Acquirer Terms, including any failure by the Merchant or the Acquirer to comply with the relevant Acquirer Terms or to honour the terms of any Transaction.

5.2

Notwithstanding Clause 4.3, the Merchant acknowledges that the Acquirer may refuse to enter into any contract with the Merchant and/or integrate and provide the Acquirer Services in respect of the Merchant at any time; the Acquirer may also change the Acquirer Terms, or suspend and/or terminate the contract between the Acquirer and the Merchant, at any time, with or without notice. Any change to, or suspension or termination of, such contract:

5.2.1

5.2.2

does not effect the Merchant's obligation to pay the Acquirer Fees to Blink for the duration of the current outstanding term of this Agreement; and

5.3

will not impact the continued provision by Blink of the Blink Services, save to the extent that such provision is not possible without the Merchant having an Acquirer in place, in which instance Blink shall be entitled to terminate this Agreement immediately on notice to the Merchant, without effecting the Merchant's obligation to pay the Fees to Blink for the duration of the current outstanding term of the Agreement had termination not taken effect.

5.3.1

The Merchant shall indemnify Blink against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Blink arising out of or in connection with:

any breach, negligent performance or non-performance by the Merchant or the Acquirer

- of any Acquirer Terms or the Acquirer Services;
 - any claim made against Blink by any third party arising out of the Acquirer Services in respect of any Transaction;
 - any claim made against Blink arising from or out of any other Third Party Service Services;
 - any incorrect, inaccurate and/or outdated information the Merchant provides to the Acquirer; and/or
- 5.3.2 any failure by the Merchant to obtain, or maintain, a valid and current MID.
- 5.3.3 This indemnity shall apply whether or not Blink have been negligent or at fault.
- 5.3.4 To the extent set out in the Order Form, Blink will assist the Merchant in appointing an Acquirer from which it will receive Acquirer Services to integrate with the Blink Services. Blink provides
- 5.3.5 such assistance on an as is basis, without guarantee or liability (subject to Clause 9.2). The Merchant acknowledges that the choice, and appointment, of any Acquirer shall be at the Merchant's absolute discretion. Blink may, at its absolute discretion, support the management of the Acquirer Services on behalf of the Merchant, on an ongoing basis, in which case Blink:
- 5.4
 - may liaise with the Acquirer on your behalf; and
 - will rely on information the Merchant has provided to the Acquirer in Blink's provision of the Blink Services.
- 5.4.1
- 5.4.2 The Merchant acknowledges that Blink shall only share data and information with the Merchant's chosen Acquirer to the extent that the Merchant has provided the Merchant Data Consent.
- 5.5

Intellectual Property Rights

- 6.
- 6.1 The Merchant acknowledges that all Intellectual Property Rights in the Blink Services belong and shall belong to Blink or the relevant third-party owners (as the case may be), and the Merchant shall have no rights in or to the Blink Services other than the right to use them in accordance with the terms of this Agreement.
- 6.2 The Merchant shall do all necessary acts and execute all documents that Blink may reasonably request to perfect the right, title and interest of the Intellectual Property Rights in the Blink Services.
- 6.3
- 7.
- 7.1 Blink acknowledges that the Merchant shall own and retain all rights, title and interest in and to the Personal Data. Blink shall not have any rights to access, use or modify the Personal Data without the Merchant's prior written consent, except to the extent necessary for the Merchant to access the Blink Services or as otherwise required by applicable law.

Data Protection

Data processor

The Parties acknowledge that, for the purposes of Data Protection Legislation, the Merchant is the Controller and Blink is the Processor of any Merchant Personal Data, and that the scope, nature and purpose of Processing is set out below:

Scope and nature of Processing by Blink	Blink will Process Merchant Personal Data relating to customers of the Merchant in respect of transactions undertaken by those customers with the Merchant.
Purpose of Processing by Blink	For the provision of the Blink Services under this Agreement.
Duration of Processing by Blink	For the duration of this Agreement.
Types of Personal Data being Processed by Blink	Merchant customer name, account number, email, address, IP address, device ID, card number and expiry date, transaction history.

**Categories of Data Subject in
respect of whom Personal Data is
being Processed by Blink**

Sub-Processors

Customers of the Merchant.

Adobe Systems Software Ireland Limited

Registered address: 4-6 Riverwalk, Citywest
Business Campus, Dublin 24, Ireland
Company number: 358617 (Ireland)

Amazon Web Services EMEA SARL, UK Branch

Registered address: 1 Principal Place, Worship
Street, London, EC2A 2FA
Company number: BR019315

Cardstream Limited

Registered address: Birches Corner, Heron Gate,
Taunton, Somerset, TA1 2LP
Company number: 03864244

**Elavon Financial Services DAC (UK Branch),
trading as Opayo**

Registered address: Level 15, CityPoint, One
Ropemaker Street, London, EC2V 9AW, United
Kingdom
Company number: BR022122

Face2FacePay Limited

Registered address: Level 18, 40 Bank Street
(HQ3), Canary Wharf, London, E14 5NR
Company number: 12662292

Ingenico (UK) Limited

Registered address: 1 Park Row, Leeds, England,
LS1 5AB
Company number: 02135540

Microsoft Limited

Registered address: Microsoft Campus, Thames
Valley Park, Reading, Berkshire, RG6 1WG
Company number: 01624297

MSA – UK Ltd

Registered address: 208 Middleton Road,
Manchester, M8 4NA, United Kingdom
Company number: 13342649

Network Merchants Limited

Registered address: Fourth Floor, 1 All Saints
Street, Bristol, BS1 2LZ, England
Company number: 03295353

PAX Systems Ltd

Registered address: Alban House, 99 High Street
South, Dunstable, LU6 3SF
Company number: 10476503

Salesforce UK Limited

Registered address: Floor 26, Salesforce Tower,
110 Bishopsgate, London, EC2N 4AY
Company number: 05094083

Verifone (U.K.) Limited

Registered address: 1 Mondial Way, Hayes, UB3
5AR, United Kingdom
Company number: 02230494

Each Party confirms that it holds, and during the term of this Agreement will maintain, all registrations and notifications required in terms of the Data Protection Legislation which are appropriate to its performance of the obligations under this Agreement.

Each Party confirms that, in the performance of this Agreement, it will comply with Data Protection Legislation.

Blink shall:

- 7.2 Process Merchant Personal Data only on documented instructions from the Merchant, unless required to do so by Data Protection Legislation or any other applicable law to which Blink is subject; in such a case, Blink shall inform the Merchant of that legal requirement before Processing, unless that law prohibits Blink to so inform the Merchant;
 - 7.3
 - 7.4
 - 7.4.1 ensure that persons authorised to Process the Merchant Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 7.4.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Merchant Personal Data and against accidental loss or destruction of, or damage to, Merchant Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Merchant Personal Data, ensuring confidentiality, integrity, availability and resilience of Blink's systems and services, ensuring that availability of and access to Merchant Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by Blink);
 - 7.4.3
 - 7.4.4 notify the Merchant as soon as reasonably practicable before appointing any subcontractor in respect of Processing of Merchant Personal Data, and ensure that any such subcontractor is subject to a contract for Processing that complies with Data Protection Legislation (or, as a minimum, the requirements set out in Article 28(3) of UK GDPR in respect of the obligations of Processors); if the Merchant (acting reasonably) objects to the appointment of the subcontractor for reasons relating to the Processing of Merchant Personal Data, the Merchant shall have the right to terminate the relevant impacted Blink Services on 90 days' written notice; for the avoidance of doubt, by entering into this Agreement the Merchant provides its consent to Blink using those subcontractors listed in the Clause 7.1;
 - 7.4.5
 - 7.4.6 taking into account the nature of the Processing, assist the Merchant by putting in place appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Merchant's obligation to respond to requests for exercising the Data Subject's rights laid down in Data Protection Legislation, to the extent that such requests relate to this Agreement and Blink's obligations under it;
 - 7.4.7 assist the Merchant, at the Merchant's cost, in responding to any request from a Data Subject and in ensuring compliance with the Merchant's obligations under Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 7.4.8
 - 7.4.9 at the Merchant's option, delete (to the extent practicable) or return all the Merchant Personal Data to the Merchant after termination of this Agreement or otherwise on the Merchant's request, and delete existing copies (to the extent practicable) unless applicable law requires Blink's ongoing storage of the Merchant Personal Data;
- not share the Merchant Personal Data with any other processors of personal data that the Merchant commissions without the Merchant's prior written consent;
- make available to the Merchant all information necessary to demonstrate Blink's compliance with this Clause 7.4, and allow for and contribute to audits, including inspections, conducted by the Merchant or another auditor mandated by the Merchant,

provided that:

Blink is given reasonable notice of any such audit;

any audit takes place during normal business hours and with no unreasonable disruption to Blink's business;

the Merchant (or its nominee) shall have access only to information relating to the Processing of Merchant Personal Data and Blink's compliance with this Clause 7.4; and

- (a) the Merchant (or its nominee) shall not have access to any information that is proprietary to Blink, or confidential information that Blink holds on behalf of third parties;
- (b)
- (c)

- (d) inform the Merchant immediately if, in Blink's opinion, an instruction from the Merchant infringes (or, if acted upon, might cause the infringement of) Data Protection Legislation; and

7.4.10 not transfer any Merchant Personal Data outside of the United Kingdom and the European Economic Area unless the prior written consent of the Merchant has been obtained and the following conditions are fulfilled:

7.4.11 Blink has provided appropriate safeguards in relation to the transfer;

the Data Subject has enforceable rights and effective legal remedies;

- (a) Blink complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Merchant Personal Data that is transferred; and
- (b)
- (c)

- (d) Blink complies with reasonable instructions notified to it in advance by the Merchant with respect to the Processing of the Merchant Personal Data.

7.5 Each Party will notify the other Party without undue delay if it becomes aware of a Personal Data Breach relating to either Party's obligations under this Agreement.

7.6 The Merchant shall undertake appropriate data protection impact assessments to ensure that Processing of Merchant Personal Data complies with Data Protection Laws. Blink will provide the Merchant with reasonable assistance, where necessary and upon the Merchant's request, in carrying out any data protection impact assessment and undertaking any necessary prior consultation of the Supervisory Authority.

7.7

7.8 As part of the Blink Services, Blink may allow the Merchant to set up and use certain functionality relating to recurring transactions, where the Merchant has appropriate authority from the Customer; the Merchant shall provide to Blink all information it requires to enable Blink to assist the Merchant in setting up and using any such functionality available.

7.9

7.9.1 It is the Merchant's responsibility to ensure that Merchant Personal Data is dealt with in a way that is compliant with the 'data protection principles' set out in Data Protection Legislation.

The Merchant shall ensure that:

7.9.2 the Merchant is able to justify the Processing of Merchant Personal Data in accordance with Data Protection Legislation (including, where applicable, obtaining any and all consents of Data Subjects required in order to commence the Processing), and that the

7.9.3 Merchant has recorded or documented this in accordance with the record keeping requirements of Data Protection Legislation;

7.9.4 where Merchant Personal Data falls within the Special Categories of Personal Data, the Processing of such Special Categories of Personal Data is justified as lawful under Data Protection Legislation;

where the Processing of Special Categories of Personal Data is not justified as lawful under Data Protection Legislation, no such Merchant Personal Data will be sent to Blink; and

the Merchant has all necessary appropriate consents and notices in place to enable the lawful transfer of the Merchant Personal Data to Blink for the Term for the purposes

of this Agreement;

and the Merchant warrants that it shall not cause Blink to be in breach of Data Protection Legislation.

Each Party agrees to indemnify, and keep indemnified and defend at its own expense, the other Party, against all costs, claims, damages or expenses incurred by the other Party or for which the other Party may become liable, due to any failure by the first Party or its employees or agents to comply with this Clause 7.

Data controller

- 7.10 Blink may use the Merchant's data (including Merchant Contact Data) as provided in this Agreement and otherwise as made available during the provision of the Blink Services (including the name, email address, telephone number, and financial information relating to the Merchant's business) to:
- 7.11 carry out Blink's obligations arising from this Agreement and to provide the Merchant with the information, products and services that it requests from Blink;
- provide the Merchant with information about other products and services Blink offers;
- 7.11.1 provide the Merchant, or permit selected third parties to provide the Merchant, with information about products or services Blink feels may interest the Merchant. If the Merchant does not want Blink to use data in this way, or to pass data on to third parties
- 7.11.2 for marketing purposes, it should inform Blink at dpo@blinkpayment.co.uk; and
- 7.11.3 notify the Merchant about changes to the Blink Services.
- 7.12 7.11.4 If the Merchant uses the Blink Gateway Services or a Third-Party Gateway, and in respect of the Merchant's use of the Account, Blink may collect technical information about the Merchant and Users, including the Internet protocol (IP) address used to connect the computer to the Internet, login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform, and information about the Merchant's use of such Blink Services and the Third-Party Gateway:
- 7.12.1 to administer the Blink Services and Third-Party Gateway and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- 7.12.2 to improve the Blink Services and the Third-Party Gateway to ensure that content is presented in the most effective manner for the Merchant and Users; and
- 7.12.3 as part of Blink's efforts to keep the Blink Services and the Third-Party Gateway safe and secure;
- 7.13 and Blink may share any such data with the provider of the Third-Party Gateway for such purposes relating to that third party, at any time. Any Personal Data contained in such information shall be considered Merchant Contact Data.
- 7.13.1 Blink may also disclose Merchant Contact Data to third parties:
- 7.13.2 in the event that Blink sells or buys any business or assets, in which case Blink will disclose the Personal Data to the prospective seller or buyer of such business or assets;
- 7.13.3 if Blink or substantially all of its assets are acquired by a third party, in which case Personal Data held by Blink about its merchants and customers will be one of the transferred assets; and
- if Blink is under a duty to disclose or share the Personal Data in order to comply with any legal obligation, or in order to enforce or apply this Agreement, or to protect the rights, property, or safety of Blink, its merchants and customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

By entering into this Agreement, the Merchant acknowledges that Blink may use the Merchant's (and Users') Personal Data in this way.

The Merchant agrees that Blink may engage in Data Transactions with Third Party Servicers as per Merchant instructions provided through the Order Form, the Account or otherwise under this Agreement. The Merchant acknowledges that Blink may use and share the Merchant's information with third parties (including Blink's associated companies, Blink's funders and any person to whom Blink may assign its rights under this Agreement) to help Blink and those third parties assess financial and insurance risks, recover debt, develop customer relationships, services and systems, and prevent and detect crime. That information may include information about Transactions.

7.14

Fees

In consideration of the Merchant obtaining the relevant Blink Services from Blink pursuant to this Agreement, the Merchant shall pay to Blink the Fees.

Blink will issue invoices to the Merchant for the Fees on a monthly basis in accordance with the Order Form (and otherwise as set out in this Agreement). The Merchant shall pay the Fees to Blink within seven days of the date of the invoice.

8.

8.1

All sums due under this Agreement are exclusive of VAT or other sales, import or export duties or taxes (if applicable) which shall be payable in addition at the same time as payment of any sums due.

8.2

The Merchant shall pay to Blink all sums due under this Agreement:

8.3

by any payment method that Blink may stipulate from time to time; no payment shall be considered paid until Blink has received it in cleared funds in full;

8.4

8.4.1

in the currency in force in England from time to time; and

8.4.2

in full without any set-off, counterclaim, deduction or withholding (other than any

8.4.3

deduction or withholding of tax as required by law).

Time is of the essence in respect of payment of the Fees by the Merchant.

Blink reserves the right to increase the Fees:

8.5

8.5.1

on an annual basis, not more than once in any 12-month period, in line with the percentage increase in the Retail Prices Index in the preceding 12-month period; and

8.5.2

at any time by giving the Merchant not less than 30 days' notice of such increase taking effect; if, following receipt of such notice from Blink, the Merchant intends to terminate this Agreement, the Merchant may terminate this Agreement by the provision to Blink of 20 days' notice, to be served on Blink no later than two Business Days following the Merchant's receipt of Blink's notice in respect of the Fee increase.

8.6

If the Merchant is late in paying any part of any monies due to Blink under this Agreement and such payment remains outstanding for seven days following Blink providing notice to the Merchant of such outstanding payment, Blink may (without prejudice to any other right or remedy available to Blink whether under this Agreement or by any statute, regulation or by-law) do any or all of the following:

8.6.1

8.6.2

charge a £10 administration fee, payable by the Merchant to Blink in respect of the late payment (including where there has been a missed or bounced direct debit or other failed payment for any reason);

8.6.3

recover Blink's costs and expenses and charges (including legal and debt collection fees and costs) in collecting the late payment; and/or

8.7

suspend and/or terminate performance of this Agreement (or the relevant Schedule) until payment in full has been made.

In the event that Blink incurs any cost, charge, expense or otherwise from any supplier or provider it uses in delivering the Blink Services to the Merchant (including Third Party Servicers), that has not been provided for in this Agreement (including payment tokens), Blink will submit an invoice to the Merchant for payment of such amounts and Blink's reasonable costs in so dealing, in accordance with the payment terms contained in this Agreement.

Limitation of liability

This Clause 9 prevails over all of this Agreement and sets forth the entire liability of Blink, and the sole and exclusive remedies of the Merchant, in respect of:

performance, non-performance, purported performance, delay in performance or mis-performance of this Agreement or any services in connection with this Agreement; or otherwise in relation to this Agreement or entering into this Agreement.

9.

9.1

Neither Party excludes or limits its liability for:

its fraud; or

9.1.1

death or personal injury caused by its negligence; or

9.1.2

9.2

any breach of the obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or

9.2.1

9.2.2

any other liability which cannot be excluded or limited by applicable law.

9.2.3

Subject to Clause 9.2, Blink shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, for any:

9.2.4

9.3

loss of profits;

loss of business;

9.3.1

loss of opportunity;

9.3.2

9.3.3

Chargebacks;

9.3.4

9.3.5

cost of equipment purchased or otherwise acquired by the Merchant in connection with this Agreement;

9.3.6

downtime;

9.3.7

depletion of goodwill and/or similar losses;

9.3.8

wasted management or staff time;

9.3.9

ex gratia payments;

9.3.10

9.3.11

loss or corruption of data or information;

9.3.12

cost of substitute products and/or services;

9.3.13

9.3.14

Transactions;

pure economic loss; and/or

9.4

special, indirect or consequential loss, costs, damages, charges or expenses;

howsoever arising under this Agreement.

9.4.1

9.4.2

Subject to Clause 9.2, Blink's total aggregate liability, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, arising out of or in connection with:

a particular Blink Service shall be limited to the extent set out in each relevant Schedule; and

9.5

all other claims in aggregate (including claims in respect of a Blink Service for which a limit is not set out in that relevant Schedule or for which there is no Schedule) shall be limited to 110% of all amounts paid and total other sums payable, in aggregate, by the

9.6

9.6.1

Merchant to Blink under this Agreement in the 12 months prior to the date on which the claim first arose.

The limitation of liability under Clause 9.4 has effect in relation both to any liability expressly provided for under this Agreement and to any liability arising by reason of the invalidity or unenforceability of any term of this Agreement.

The Merchant acknowledges and accepts that:

Blink only provides the Blink Services on the express condition that Blink will not be

responsible, nor, subject to Clause 9.2, shall Blink have any liability, directly or indirectly, for any act or omission of the Merchant, the Merchant's affiliates or its or their employees, agents, contractors or customers or any third party;

Blink shall not have any liability, subject to Clause 9.2, for any claims of any third parties, relating to the Blink Services or otherwise in respect of this Agreement; and

the Blink Services are subject to the limitations and issues inherent in the use of the bank system and the Internet (including denial of service attacks and telephony connections) and Blink is not responsible for and shall not be liable (subject to Clause 9.2) for:

- 9.6.2 any problems or other damages resulting from such limitations or issues;
- 9.6.3 any banks processing transactions or providing other services;
- (a) any damage, contamination or corruption of any kind of Merchant Data or the Merchant's material, information, messages or other traffic, howsoever occurring;
- (b)
- (c) any losses, damages or expenses incurred by the Merchant as a result of a third party provider (including an Acquirer), including where that third party provider rejects or holds any Transaction processed as part of the Blink Services; or
- (d) the principal sum of any payment instruction received or processed by the Blink Services.

- 9.7 (e) Nothing in this Agreement shall restrict or limit either Party's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this Agreement.

10. Term and termination

- 10.1 This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the termination provisions under this Agreement, shall continue in full force and effect until the latest of:

- 10.1.1 the completion of the provision of the Blink Services under the last extant Schedule; or
- 10.1.2 the conclusion of payment of all Fees due under this Agreement;

- 10.2 (the "**Term**").

- 10.3 Unless set out otherwise in the Order Form or any particular Schedule, the term of each Blink Service shall be the same as, and subject to the same termination rights as set out in, this Agreement. On termination of this Agreement for any reason, all Schedules then in force shall automatically terminate; the termination of any Schedule shall not affect any other Schedule or this Agreement.

- 10.3.1 The Merchant shall be entitled to provide Blink with not less than 30 days' written notice to terminate any or all of the Blink Services, to take effect at any time prior to the date falling 120 days after the Access Start Date (for the Blink Gateway Services), the Delivery Date (for the Terminal Services) and, for all other Blink Services, the Commencement Date (the "**Break Right**").
- 10.3.2 The Merchant may only exercise the break right if it complies with the following conditions:
- 10.3.3

- 10.3.4 the Merchant has never contracted with Blink prior to entry into this Agreement, and this Agreement is the first contract the Merchant has ever had with Blink;

the Merchant has actively used the Services prior to the date of the termination notice and continues to use the Services through to the effective date of termination;

the Merchant has not been in breach of this Agreement at any time prior to serving notice to terminate, and then remains compliant with this Agreement until the effective date and time of termination;

the Merchant must comply with all instructions provided to it by Blink in respect of this Agreement up to the effective date of termination;

the Merchant must provide to Blink accurate information, timely cooperation, and access to reasonably necessary resources, in respect of this Agreement and each Party's performance of it; and

the Merchant must comply with Clause 17 in serving its notice to terminate.

In the event that any of the above conditions have not been met, the Break Right shall not apply and any notification by the Merchant to terminate this Agreement in accordance with the Break Right shall be void and not applicable.

In the event that the Merchant wishes to terminate the relevant Blink Services without cause, otherwise than by using the Break Right, the Merchant shall be liable to pay the relevant Fees to Blink for the remainder of the relevant term of those Blink Services as if termination had not taken effect.

Without prejudice to any of Blink's rights or remedies, Blink may terminate this Agreement (or any Schedule) with immediate effect (or such other notice period as Blink sees fit at its absolute direction) by giving notice to the Merchant:

if the Merchant fails to pay any amount due under this Agreement on the due date for payment and such amount remains in default not less than 7 days after being notified to make such payment;

in accordance with Clause 4.3;

if the provision of the Blink Services causes Blink to be in violation of the PCI-DSS or any applicable law or regulation;

if the Merchant breaches the Network Rules applicable to it (including where such breach is likely to adversely affect Blink's reputation or cause Blink to be in breach of applicable Network Rules);

if the Merchant does (or omits to do) anything which does or may reasonably be expected to put Blink in breach of the PCI-DSS or applicable law or regulation;

if the Merchant fails to adopt the most up to date protocols and algorithms or to comply with Blink's current integration guidance in respect of the Blink Services, within any timescales that Blink notifies to the Merchant from time to time;

if Blink reasonably suspects or has evidence that there might be fraudulent or illegal activity in connection with the Merchant's use of the Blink Services or the Account;

if Blink considers such termination to be reasonably necessary to safeguard the security of the Blink Services and/or its users; and/or

if the Acquirer requires Blink to do so.

Without affecting any other rights or remedies that it may be entitled to, either Party may give notice in writing to the other Party terminating this Agreement (or any Schedule) immediately if:

without prejudice to Clause 10.5, the other Party is in breach of any of its obligations under this Agreement (or in respect of that particular Schedule), and, where such breach is capable of remedy, the other Party fails to remedy such breach within a period of seven days of being notified of such breach by the Party;

the other Party gives notice to any of its creditors that it has suspended or is about to suspend payment or if it shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order is made or a resolution is passed for the winding-up of the other Party or an administration order is made or an administrator is appointed to manage the affairs, business and property of the other Party or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the other Party's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or administrator or which entitle the court to make a winding-up or bankruptcy order or the other Party takes or suffers any similar or analogous action in consequence of debt in any jurisdiction; and/or

the other Party suspends or ceases, or threatens to suspend or cease, to carry on all

or a substantial part of its business.

Without prejudice to any of Blink's rights or remedies, Blink may terminate this Agreement (or any Schedule) at any time by giving not less than one month's notice to the Merchant.

Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement (or in respect of the relevant terminated or expired Schedule) shall remain in full force and effect.

Termination or expiry of this Agreement (or any Schedule) shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement (or in respect of a Schedule) which existed at or before the date of termination or expiry.

On termination or expiry of this Agreement (or in respect of any Schedule) for any reason:

Blink shall cease to provide the Blink Services under this Agreement (or that particular Schedule); and

the Merchant shall pay to Blink all amounts owing to Blink under this Agreement (or in respect of that Schedule), whether invoiced or not.

On termination (or expiry) of this Agreement, howsoever arising, each Schedule (and any Blink Services) then in force at the date of such termination shall continue in full force and effect for the remainder of the term of such Schedule (and such Blink Services), unless terminated earlier in accordance with the terms of such Schedule.

The termination of any Schedule (or any particular Blink Service) shall not affect any other Schedule (or Service) or this Agreement.

Confidentiality

Each Party must keep the other Party's Confidential Information confidential and must not:

use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement; or

disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 11.

Each Party must use adequate procedures and security measures to protect the other Party's Confidential Information from inadvertent disclosure or release to unauthorised persons.

A Party may disclose the other Party's Confidential Information to those of its employees, agents and subcontractors who need to know such Confidential Information provided that:

it informs such employees, agents and subcontractors of the confidential nature of the Confidential Information before disclosure; and

it does so subject to obligations equivalent to those set out in this Clause 11.

A Party may disclose the Confidential Information of the other Party to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 11.3, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

The obligations of confidentiality in this Clause 11 shall not extend to any matter which either

Party can show:

is in, or has become part of, the public domain other than as a result of a breach of the confidentiality obligations of this Agreement; or

was independently developed by it; or

was independently disclosed to it by a third party entitled to disclose the same; or

was in its written records prior to receipt.

Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or to be implied from this Agreement.

On termination of this Agreement, each Party must:

- return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
- 11.5 erase all the other Party's Confidential Information from its computer systems (to the extent possible) (or, in Blink's case, in accordance with its data retention policy from time to time in force); and
- 11.6
 - 11.6.1 certify in writing to the other Party that it has complied with the requirements of this Clause 11.6, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, or to otherwise maintain reasonable business records. The provisions of this Clause 11 shall continue to apply to any such documents and materials retained by a recipient Party following termination of this Agreement for any reason.
 - 11.6.2
 - 11.6.3

The provisions of this Clause 11 shall continue to apply after termination of this Agreement.

- 11.7 Blink may identify the Merchant as Blink's client and the type of services provided by Blink to the Merchant, including the use by Blink of the Merchant's brand and/or logo from time to time for marketing and sales purposes, provided that, in doing so, Blink shall not reveal any of the Merchant's Confidential Information (without the Merchant's prior written consent).
- 11.8

Audit

- 12. Blink and/or its nominee(s) may, during the term of this Agreement and for 12 months following its termination for any reason, conduct an audit of the Merchant for the following purposes:
 - 12.1
 - 12.1.1 to verify the accuracy of Fees (and proposed or actual variations to them in accordance with this Agreement);
 - 12.1.2 to verify the Merchant's use of the Blink Services; and
 - 12.1.3 to review the Merchant's compliance with this Agreement.
 - 12.2 The Merchant shall on demand provide Blink (and/or its nominee(s)) with full co-operation and assistance in relation to each audit, including:
 - 12.2.1
 - 12.2.2 all information requested within the permitted scope of the audit;
 - 12.2.3 access to any computer systems and databases;
 - 12.2.4
 - 12.3 access to any equipment and/or premises controlled by the Merchant; and
 - 12.4 access to the Merchant's employees, agents and sub-contractors.
- 12.5 Blink shall use its reasonable endeavours to provide at least 2 Business Days' notice of its intention to conduct an audit.
- 13. The Parties shall each bear their own respective costs and expenses incurred in respect of any audit, unless the audit identifies a material breach of the terms of the Agreement by the Merchant, in which case the Merchant shall reimburse Blink for all its reasonable costs incurred in the course of the audit.

If an audit identifies that the Merchant has underpaid any Fees, the Merchant shall pay to Blink the amount underpaid within seven days.

Force Majeure

Blink shall not in any circumstances be in breach of this Agreement, nor, subject to Clause 9.2, have any liability for delay in performing, or failure to perform, any of its obligations under this Agreement, if such delay or failure results from events, circumstances or causes beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of a Party or any third party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage,

compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances Blink shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for one month, the Merchant may terminate this Agreement by giving 20 days written notice to Blink.

Variation

14. Blink may, at any time, vary the terms of this Agreement by the provision of a minimum of 30 days' notice to the Merchant; in the event that the Merchant does not agree to the variation, it may terminate this Agreement on the provision to Blink of not less than 20 days' notice to take effect at the end of the 30 day notice period in respect of the variation. No other change to this Agreement shall be binding unless it is agreed in writing signed by each of the Parties (and in such instance of a change agreed between the Parties, "writing" shall not include email) or otherwise achieved by the Merchant by using the functionality available through the Account.

Freedom to contract

15. The Parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver and to exercise their rights and perform their obligations under this Agreement.

Counterparts

16. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

Notices

17. Any notice given to either Party under or in connection with this Agreement shall be in writing, addressed to the relevant Party at its registered office or such other address as that Party may have specified to the other Party in writing, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier or by email (where the relevant email address for service of notices for (i) the Merchant shall be as set out in the Order Form, and (ii) Blink shall be support@blinkpayment.co.uk).

- 17.2 A notice shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 17.1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, at the time at which that email has been sent (where the confirmation of sending shall be conclusive evidence of proof that a notice was sent by email).

- 17.3
18. The provisions of this Clause 17 shall not apply to the service of any proceedings or other documents in any legal action.

18.1

Assignment

- 18.2 The Merchant must not assign, transfer, charge or otherwise encumber, create any trust over, or deal in any manner with, this Agreement or any right, benefit or interest under it, nor transfer, novate or sub-contract any of its obligations under it, without the prior written consent of Blink (such consent not to be unreasonably withheld or delayed).

19.

- 19.1 Blink may, from time to time, assign or subcontract any or all of its rights and obligations under this Agreement to a member of its Group, where, for such purposes, "Group" means, in relation to Blink, Blink, any subsidiary or holding company from time to time of Blink, and any subsidiary from time to time of a holding company of Blink.

19.2

Severance

If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification

necessary to make it legal, valid and enforceable.

Waiver

A waiver of any right or remedy under this Agreement is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

20.

20.1 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

Third party rights

A person who is not a Party shall not have any rights under or in connection with this Agreement.

20.2

No partnership

21.

Nothing in this Agreement shall constitute a partnership or employment or agency relationship between the Parties.

22.

Governing law and jurisdiction

23. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England.

23.1

23.2 The Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

Merchant Data Consent Schedule

Merchant has entered into an agreement (the “**Agreement**”) with Fidelity Payment Processing Limited t/a Blink (“**Blink**”) pursuant to which Merchant has engaged Blink to perform certain services related to the payment processing services it is procuring from a financial institution (the “**Acquirer**”). The purpose of this consent is for the Merchant to grant Blink the right to collect, store and process data in the course of its performance under the Agreement.

Capitalized terms not defined in this consent have the meanings given to them in the Agreement.

The Blink privacy policy, posted here <https://www.blinkpayment.co.uk/terms/privacy-policy> applies to all Data supplied or processed under this consent.

Merchant hereby authorises:

1. Blink;
2. any Other Financial Institution;
3. any Other Payments Organisation (including any Alternative Payment Provider or Card Scheme); and
4. any credit institution at which Merchant maintains the Merchant Bank Account,

to use, share and release Data and any other information relating to Merchant, including information relating to Merchant which is held in connection with the provision of the Blink Services and/or by the Card Schemes, Other Financial Institutions or Other Payments Organisations (or, if instructed by Blink, Merchant shall provide such Data or information or procure that such Data or information is provided), to any Person, including our affiliates and their respective officers, Card Issuers, Alternative Payment Providers, Card Schemes, the Acquirer, Regulatory Authorities, law enforcement agencies and fraud prevention agencies, and third parties:

- (a) for the purpose of fulfilling Blink or any Other Financial Institutions obligations under this Agreement, the applicable Third Party Servicer Agreement or the Network Rules or requirements of an Other Payments Organisation (including a Card Scheme or Alternative Payment Provider) or otherwise as required by Applicable Law;
- (b) to assess financial and insurance risks;
- (c) in relation to any breach of, or to enforce, this Agreement or a Third Party Servicer Agreement;

- (d) to recover debt or in relation to Merchant insolvency;
- (e) to maintain and develop customer relationships, services and systems;
- (f) to prevent and detect fraud or crime;
- (g) in the course of any investigation by us, any Other Financial Institution, Regulatory Authority, Card Scheme, Other Payments Organisation or any third party into any suspected criminal activity;
- (h) regarding information security, the risk of fraud, sector risk and credit risk; and
- (i) to enable the Card Schemes to assign a Reason Code to any undesirable act or omission.