synapto

MERCHANT TERMS OF SERVICE

Synapto Terms

Version 3.0

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Applies to existing merchants from 1 December 2026
Synapto Ltd · Company no. 15637813
9a Crosswall, London EC3N 2JY

PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY BEFORE ACCESSING THE SYNAPTO PLATFORM OR ANY SERVICES MADE AVAILABLE THROUGH IT

1. Introduction

1.1 This is a legally binding agreement between you, the merchant ("**Merchant**") and us, Synapto Ltd whose registered address is 9a Crosswall, London, EC3N 2JY ("**Synapto**") granting the Merchant the right to use and access the Synapto Platform and the Services.

1.2 By clicking to accept this Agreement on the Synapto Platform, the Merchant agrees to and accepts the following terms which will be binding on the Merchant and any of its Authorised Users when accessing or using the Services. The individual accepting this Agreement confirms that they are authorised to do so on behalf of the Merchant. Please note, in particular, the limitations on liability imposed at Clause 19. This is a business-to-business Agreement and is not to be entered into by consumers.

2. Definitions

2.1 The following definitions and rules of interpretation apply in this Agreement:

"**Acceptable Use Policy**" means Synapto's acceptable use policy (available here: https://www.synaptopay.com/acceptable-use-policy);

"**Affiliate**" means, in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party;

"**Agreement**" means the terms of this agreement together with any Bespoke Pricing Agreement, any applicable Subscribed Service Specific Terms and any policies referred to therein;

"**Authorised Users**" means the individuals (being employees or contractors of the Merchant) authorised by the Merchant to use the Services in accordance with the terms of this Agreement;

"**Bespoke Pricing Agreement**" means any written agreement between Synapto and the Merchant (including an order form, rate card, or an exchange of emails between authorised representatives of each party in accordance with Clause 29.3(b)) that sets out fees for the Synapto Services which differ from those in Clause 11.2;

"**Business Day**" means a day other than a Saturday, Sunday or bank or public holiday in England;

"**Card Storage Fee**" has the meaning given in Clause 11.2(b);

"**Commencement Date**" means the date on which the Merchant clicks to accept this Agreement;

"**Confidential Information**" means all information of a confidential nature (in any form) disclosed by or on behalf of a party or a Third-Party Partner, including information relating to its business, customers, pricing, technology and the Services, and any information marked as, or which would reasonably be understood to be, confidential;

"**Contract Year**" means each period of 12 months starting on the Commencement Date or on any anniversary of it;

"**Customer Personal Data**" means any personal data relating to the Merchant's customers (including cardholders, payers and recipients of payment links and invoices) which Synapto processes on behalf of the Merchant in providing the Services, as further described in Part A of Schedule 1;

"**Data Protection Legislation**" means the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, in each case as amended or replaced from time to time, and the terms "controller", "processor", "data subject", "personal data", "personal data breach" and "processing" have the meanings given to them in the UK GDPR;

"**Feedback**" has the meaning given in Clause 16.4;

"**Fees**" means the fees payable by the Merchant to Synapto as set out in Clause 11 (Fees) and/or the applicable Subscribed Service Specific Terms;

"**Force Majeure**" means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under our Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet;

"**Gateway Transaction Fee**" has the meaning given in Clause 11.2(a);

"**Intellectual Property Rights**" means any and all copyright, rights in inventions, patents, know-how, trade secrets, trademarks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and (e) wherever existing;

"**IPR Claim**" has the meaning given in Clause 16.6;

"**Merchant Data**" means all data (in any form) that is provided to Synapto or uploaded to any part of the Synapto Platform by the Merchant or by any Authorised User or any data that is generated as a result of the Merchant or any Authorised User's use of its own data in the Services (but excluding Feedback);

"**Merchant Systems**" means all software and systems used by or on behalf of the Merchant or any of its direct or indirect sub-contractors, or any Authorised User in connection with the provision or receipt any of the Services or that the Services otherwise, link, inter-operate or interface with or utilise (in each case whether directly or indirectly);

"**Onboarding Services**" has the meaning given in Clause 8.1;

"**Payouts Service**" means any Subscribed Service consisting of payouts, Embedded Bank Accounts (as defined in Schedule 2) or other regulated banking or payment services provided by Griffin Bank Limited or any other regulated Third-Party Partner, as identified on the Synapto Platform or in the relevant Subscribed Service Specific Terms;

"**Permitted Purpose**" means the ordinary business purposes of the Merchant provided such ordinary business purpose does not involve the sale of goods or services which infringe the Intellectual Property Rights of a third party, or which are illegal under applicable laws;

"**Permitted Usage Rights**" means any use restrictions set out in the Subscribed Service Specific Terms;

"**PCI DSS**" means the Payment Card Industry Data Security Standard issued by the PCI Security Standards Council, as updated from time to time;

"**Relief Event**" means any act or omission by the Merchant, any breach of this Agreement by the Merchant, or any Force Majeure;

"**Services**" means the Synapto Services and any Subscribed Services which the Merchant opts to receive via the Synapto Platform;

"**Sub-processor**" means any third party engaged by Synapto to process Customer Personal Data on Synapto's behalf;

"**Subscribed Services**" means the specific services selected by the Merchant via the Synapto Platform and provided to the Merchant by Synapto or its relevant Third-Party Partner, subject to the terms of this Agreement and any Third-Party Terms;

"**Subscribed Service Specific Terms**" means, in respect of each Subscribed Service, the specific additional terms (if any) provided by Synapto to the Merchant at the time the Merchant opts to receive a Subscribed Service (which may be updated by Synapto from time to time on notice to the Merchant) and which shall apply to the receipt of the relevant Subscribed Service under the terms of this Agreement;

"**Subscription Period**" means:

(a) in relation to the Synapto Services, the period commencing on the Commencement Date and continuing until the termination of this Agreement in accordance with its terms; and

(b) in relation to each Subscribed Service, means the term set out in the relevant Third-Party Terms or the Subscribed Service Specific Terms;

"**Synapto Gateway**" means the payment gateway made available by Synapto through the Synapto Platform for the processing of card transactions;

"**Synapto Platform**" means Synapto's desktop user interface available here: https://dashboard.synaptopay.com, its mobile application and its POS terminal application;

"**Synapto Services**" means the licence to access and use the Synapto Platform granted in accordance with Clause 5.1 together with any Onboarding Services and Support Services offered by Synapto in accordance with Clauses 8 and 10;

"**UK GDPR**" has the meaning given to it in section 3(10) of the Data Protection Act 2018;

"**Update**" means a software maintenance update, patch or bug-fix, or a new version or release of the Synapto Platform intended to have new or improved functionality;

"**Territory**" means the United Kingdom and such additional territory as may be agreed in writing by Synapto from time to time;

"**Third-Party Partner**" means Synapto's third-party partner who provides a relevant Subscribed Services to the Merchant, subject to the Third-Party Terms;

"**Third-Party Software**" means third-party software provided to the Merchant as part of the Subscribed Services;

"**Third-Party Terms**" means a Third-Party Partner's terms and conditions which the Merchant must accept in order to receive the relevant Subscribed Services.

2.2 In this Agreement:

(a) headings are included for convenience only and shall have no effect on interpretation;

(b) a reference to a 'party' includes that party's successors and permitted assigns;

(c) a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

(d) words in the singular include the plural and vice versa;

(e) any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;

(f) a reference to any legislation or legislative provision is a reference to it as amended, extended, re-enacted or consolidated from time to time; and

(g) a reference to a Schedule is to a schedule to this Agreement, and the Schedules form part of this Agreement. Schedule 2 applies only as set out in paragraph 1 of that Schedule.

2.3 Any obligation of Synapto under this Agreement to comply or ensure compliance by any person or the Services with any law shall be limited to compliance only with laws within the Territory as generally applicable to businesses and to providers of software as a service solutions. Such obligations shall not be construed to create any obligation on Synapto (or anyone acting on its behalf) or any part of the Services

to comply with any laws or regulations which apply solely to specific commercial or other activities (such as insurance, legal advice or banking or other professional services) or which apply solely to a specific commercial or non-commercial sector (or part thereof) (such as the public, legal, accountancy, actuarial, insurance, banking or financial service sectors), except as expressly provided in the terms. Nothing in this Clause 2.3 limits Synapto's obligations under the Payment Card Industry Data Security Standard (PCI DSS) or the rules of the card schemes, to the extent those obligations apply to the Services provided by Synapto.

3. Legal documents

3.1 This Agreement includes these terms together with any Bespoke Pricing Agreement, any Subscribed Service Specific Terms and any policies referred to in this Agreement or the Subscribed Service Specific Terms.

3.2 If there is any inconsistency in the rights and obligations set out in this Agreement and/or the documents referred to in them the following order of priority shall prevail (in descending order of priority):

(a) any Bespoke Pricing Agreement, in respect of fees only;

(b) Schedule 2 (Payouts and Embedded Banking Terms), in respect of Payouts Services only;

(c) the Subscribed Service Specific Terms;

(d) these terms;

(e) any policies referred to in this Agreement or the Subscribed Service Specific Terms.

3.3 Subject to the order of precedence set out at Clause 3.2, later versions of the documents listed at that clause will take priority over earlier versions if there is any conflict or inconsistency between them.

4. System Requirements

4.1 Access to the Subscribed Services requires the following technical specifications to operate correctly:

(a) Supported Operating Systems: Synapto's mobile application shall support, at minimum, the two (2) most recent major versions of Android and iOS operating systems. Synapto's mobile application shall be optimized for the latest stable version of each operating system at the time of each release.

(b) Web Browser Requirements: For web-based access, Authorised Users must use modern, stable versions of web browsers, including but not limited to Google Chrome, Mozilla Firefox, Apple Safari and Microsoft Edge. Users are required to keep their web browsers updated to the latest stable version. Beta, developer preview, or any pre-release versions of operating systems or web browsers are explicitly not supported.

(c) Updates and Compatibility: Authorised Users are required to maintain their devices with the most recent stable version of their respective operating system and web browser to ensure optimal performance and security of the Synapto Platform. Authorised Users shall enable automatic updates for Synapto's mobile application, their device's operating system, and their web browser.

(d) Compliance: The Merchant acknowledges that failure to comply with these operating system and web browser requirements may result in degraded performance, limited functionality, or inability to use the Synapto Platform.

(e) Amendments: Synapto reserves the right to modify these requirements as necessary to maintain the security, functionality, and quality of the Synapto Platform on notice to the Merchant.

5. Rights to access and use

5.1 Subject to the terms of this Agreement and payment of the Fees, Synapto hereby grants to Merchant a limited, non-exclusive, non-transferable, non-sublicensable (other than as permitted under Clause 5.2) right to access and use the paid for Synapto Services and Subscribed Services for the Permitted Purpose only in the Territory and for the duration of the relevant Subscription Period.

5.2 The rights granted in Clause 5.1 include a right for Merchant to grant sub-licences to the Authorised Users, subject to the terms of this Agreement, including those at Clause 7 of this Agreement.

6. Limitations on use

6.1 Except as expressly permitted under this Agreement, or by law, the Merchant shall not:

(a) copy, modify, adapt, correct errors in, or create derivative works from, the Services;

(b) decode, reverse engineer, disassemble, decompile or otherwise translate, or make alterations to the Services, convert the Services, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to the Services, other than as expressly permitted under sections 50B and 296A of the Copyright Designs and Patents Act 1988 (and then only upon advance notice in writing to us);

(c) assign, rent, transfer, provide or enable access, sub-licence, lease, resell, distribute, publish, broadcast, transmit, store, archive, display publicly to third parties, disclose or otherwise deal in or encumber the Services (in each case, whether or not for charge);

(d) remove or modify any copyright or similar notices, or any of Synapto's or any other person's branding, that the Services causes to be displayed when used;

(e) access or use the Services, or permit them to be accessed or used, by or on behalf of any third party, otherwise than for the Permitted Purpose; or

(f) attempt to circumvent or interfere with any security features of the Services or mechanisms intended to limit the Merchant's use; or.

6.2 Access and use of the Synapto Services and/or Subscribed Services shall be limited to the Permitted Usage Rights only.

6.3 The Merchant shall not exceed the Permitted Usage Rights.

6.4 The Merchant shall access and use the Services at all times in accordance with any instructions or user guidance and all other terms of this Agreement.

6.5 The Merchant shall notify Synapto in writing as soon as the Merchant becomes aware of any actual or suspected unauthorised use of the Services (including any use in excess of the Permitted Usage Rights).

7. Authorised Users

7.1 The Merchant shall ensure that only Authorised Users use the Services and that such use is at all times in accordance with this Agreement. The Merchant shall ensure that Authorised Users are, at all times while they have access to the Services, the employees or contractors of the Merchant.

7.2 The Merchant shall keep a list of all Authorised Users, shall keep that list up to date, and shall ensure that any individual who ceases to be an Authorised User is removed from the Synapto Platform immediately.

7.3 Each Authorised User account may only be used by one individual. The Merchant may remove an individual as an Authorised User and replace them with another individual, but Authorised User accounts cannot be shared or used by more than one individual at the same time.

7.4 The Merchant shall:

(a) be liable for the acts and omissions of the Authorised Users as if they were its own;

(b) only provide Authorised Users with access to the Services via the access method provided by Synapto and shall not provide access to (or permit access by) anyone other than an Authorised User; and

(c) procure that each Authorised User is aware of, and complies with, the obligations and restrictions imposed on the Merchant under this Agreement.

7.5 The Merchant warrants and represents that it, and all Authorised Users and all others acting on the Merchant's behalf (including systems administrators) shall, keep confidential and not share with any third party their password or access details for any Subscribed Service.

7.6 The Merchant shall (and shall ensure all Authorised Users shall) at all times comply with the Acceptable Use Policy and all other provisions of this Agreement.

7.7 If any password has been provided to an individual that is not an Authorised User, the Merchant shall, without delay, disable any such passwords and notify Synapto immediately.

8. Onboarding Services

8.1 Synapto shall provide the Merchant with support to on-board the Merchant onto the selected Subscribed Services ("**Onboarding Services**"), which may include:

(a) collecting information from the Merchant or other available sources to assist the Merchant in the completion of any applications or other documentation required to subscribe to the Subscribed Services;

(b) submitting applications and other documentation or information to Synapto's relevant Third-Party Partners for the purposes of the Merchant applying for relevant Subscribed Services and onboarding with the relevant Third-Party Partner, including to facilitate the Third-Party Partner's AML/KYC checks;

(c) presenting the Merchant with relevant Third-Party Partner's Third-Party Terms in order to subscribe to the relevant Subscribed Services;

(d) storing relevant information and documentation within the Merchant's account on the Synapto Platform.

8.2 The extent of Synapto's support as described in Clause 8.1 shall vary depending on the Subscribed Services the Merchant elects to subscribe to.

9. Subscribed Services

9.1 The Merchant has the option to sign-up to Subscribed Services provided by Synapto's Third-Party Partners via the Synapto Platform. Access to Subscribed Services is at the sole discretion of Synapto and/or the relevant Third-Party Partner.

9.2 Where applicable, the Merchant must accept the relevant Third-Party Partner's Third-Party Terms in order to receive the relevant Subscribed Services.

9.3 Despite Clause 9.2, the terms of this Agreement, including any relevant Subscribed Service Specific Terms and any other policies referred to in this Agreement shall also apply to the Merchant's use of the Subscribed Services.

9.4 Fees applicable to the Subscribed Services are payable by the Merchant to the Third-Party Partner in accordance with the Subscribed Service Specific Terms or Third-Party Terms. Where the Fees applicable to the Subscribed Services are not payable to Synapto, Synapto may receive a commission or other incentive from the relevant Third-Party Partner for onboarding the Merchant to the Subscribed Services through the Synapto Platform (and for providing any related Synapto Services to the Merchant).

9.5 In accordance with the licence granted by the Merchant in Clause 16.2, Synapto may collect, store, process, transmit and otherwise use the Merchant Data in order to provide the Services. Synapto is expressly permitted to use Merchant Data and share it with Third-Party Partners in order to facilitate the on-boarding and/or provision of the Subscribed Services by a Third-Party Partner. This includes sharing such Merchant Data with a Third-Party Partner as may be necessary for the Merchant to sign-up for the Subscribed Services (including providing Merchant Data to the Third-Party Partner as part of any application for the Subscribed Services).

9.6 Subscribed Services which are subject to Third-Party Terms are provided by Synapto's Third-Party Partner directly to the Merchant and are not provided by Synapto. Synapto does not accept any liability (howsoever arising whether under contract, tort, in negligence or otherwise) for a Third-Party Partner's failure to provide

the Subscribed Services and the Merchant agrees to bring any claims it may have in relation to the Third-Party Partner's failure to provide the relevant Subscribed Services directly against the relevant Third-Party Partner.

9.7 Synapto shall be entitled to suspend or prevent the Merchant's access to a Subscribed Service via the Synapto Platform immediately upon receipt of a request by the Third-Party Partner to do so. Synapto will use reasonable efforts to notify the Merchant of any suspension or cessation by it pursuant to this Clause unless prevented by the Third-Party Partner from doing so.

9.8 Where the Merchant subscribes to a Payouts Service, the additional terms set out in Schedule 2 (Payouts and Embedded Banking Terms) shall also apply to the Merchant. Schedule 2 does not apply to a Merchant that does not subscribe to a Payouts Service.

10. Support Services

10.1 Synapto will use reasonable efforts to provide technical support to the Merchant in relation to defects, errors or other technical issues with Synapto Platform. The Merchant can raise a request for support via the methods made available on the Synapto Platform.

10.2 Synapto may offer additional support services for specific Subscribed Services. Such additional support is described in the relevant Subscribed Service Specific Terms and will be provided by Synapto for the duration of the relevant Subscribed Services.

10.3 Synapto shall use reasonable endeavours to notify the Merchant in advance of scheduled maintenance on the Synapto Platform but the Merchant acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.

10.4 The Merchant acknowledges that the Synapto Services do not include:

(a) any services, systems or equipment required to access the internet (and that the Merchant is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Services);

(b) dedicated data back up or disaster recovery facilities (and the Merchant should ensure it at all times maintains backups of all Merchant Data); or

(c) legal, accounting or other professional or regulated services and that, except as expressly stated in our Agreement, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.

10.5 The Merchant acknowledges that the Services rely on third-party hosting providers, cloud infrastructure services, content-delivery networks, telecommunications networks and other external service providers chosen by Synapto from time to time ("**Third-Party Infrastructure**"). Synapto does not guarantee the uninterrupted availability of Third-Party Infrastructure and, subject to Clause 19.5 and to the fullest extent permitted by law, shall have no liability for any unavailability, interruption, degradation, delay, data loss or failure of the Services caused (in whole or in part) by Third-Party Infrastructure, including outages, scheduled or emergency maintenance and security incidents affecting it, provided that Synapto uses reasonable endeavours to select reputable providers and to restore the Services once the relevant Third-Party Infrastructure becomes available.

11. Fees

11.1 In consideration of the provision of the Services, the Merchant shall pay the Fees to Synapto in accordance with the terms of this Agreement. The Fees shall include:

(a) For the Synapto Services, the fees set out in Clause 11.2 (subject to Clause 11.5); and

(b) For the Subscribed Services, any Fees identified in the applicable Subscribed Service Specific Terms.

11.2 The following fees are payable by the Merchant to Synapto for the Synapto Services:

(a) a fee of £0.09 (nine pence) for each transaction attempt processed through the Synapto Gateway, whether or not the transaction is successful, including authorisations, captures, declined or failed transactions, refunds and voids (the "**Gateway Transaction Fee**"); and

(b) where the Merchant holds saved card details of any of its customers on its profile on the Synapto Platform, a fee of £6.00 per month (the "**Card Storage Fee**").

Fee	Amount	When it applies
Gateway Transaction Fee	£0.09 per transaction attempt	Each transaction attempt through the Synapto Gateway, including declines, refunds and voids. Charged in addition to the Merchant's agreed merchant acquirer rates.
Card Storage Fee	£6.00 per month	Each calendar month in which the Merchant holds any saved customer card details on the Synapto Platform. Customer consent is still required.

11.3 The Gateway Transaction Fee is charged in addition to, and separately from, the rates and charges agreed between the Merchant and the merchant acquirer to which the Merchant has been boarded, which remain payable in accordance with the relevant Third-Party Terms.

11.4 The Card Storage Fee is payable for each calendar month in which the Merchant holds any saved customer card details on the Synapto Platform at any time during that month, regardless of the number of cards held. Where the Merchant saves the card details of a customer, the Merchant remains solely responsible for obtaining that customer's consent to the storage and future use of their card details in accordance with Clause 25.4.

11.5 Where Synapto and the Merchant have entered into a Bespoke Pricing Agreement:

(a) the fees in the Bespoke Pricing Agreement shall apply in place of the corresponding fees in Clause 11.2 for its term;

(b) any fee in Clause 11.2 not addressed in the Bespoke Pricing Agreement shall continue to apply;

(c) a New Version which changes the fees in Clause 11.2 shall not change the fees in the Bespoke Pricing Agreement during its term, unless the Bespoke Pricing Agreement says otherwise; and

(d) unless the Bespoke Pricing Agreement says otherwise, on its expiry or termination the fees in Clause 11.2 shall apply from 30 days after Synapto notifies the Merchant.

11.6 Synapto shall invoice the Merchant for the fees set out in Clause 11.2 (or any Bespoke Pricing Agreement) monthly in arrears. The Merchant shall pay each invoice within thirty (30) days of receipt to a bank account nominated in writing by Synapto from time to time.

11.7 Without prejudice to any other right or remedy it may have, if a Merchant fails to pay Synapto any sum under this Agreement on the due date:

(a) the Merchant shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 2% a year above the Bank of England's base rate from time to time; and

(b) Synapto may suspend all or part of the Services it is supplying until payment has been made in full.

11.8 All sums payable under this Agreement are exclusive of VAT and the Merchant shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice.

12. Changes to services and terms

12.1 Synapto may at its absolute discretion make updated versions of the documents referred to in Clause 3 or other documents referred to in any part of this Agreement ("**New Versions**") from time to time by notifying

the Merchant of such update by e-mail (together with a copy of the update or a link to a copy of the update) or by any other reasonable means which Synapto elect.

12.2 New Versions will replace the preceding version of the same document(s) for the purposes of this Agreement from the date 30 days after they are published on the Synapto Platform (or at such later date as Synapto may specify).

12.3 The Merchant acknowledges that Synapto is entitled to modify the features and functionality of the Synapto Platform. Synapto will use reasonable endeavours to ensure that any such modification does not materially adversely affect the use of the relevant Subscribed Service(s) by Synapto's customers generally.

12.4 Synapto may, without limitation to the generality of Clause 12.3, establish new limits on the Services (or any part), including limiting the volume of data which may be used, stored or transmitted in connection with the Services, remove or restrict application programming interfaces or make alterations to data retention periods, provided such changes are introduced by a New Version to the relevant impacted contractual documents.

13. Usage information

13.1 The Merchant shall promptly provide such information as Synapto reasonably requests to verify the Merchant's compliance with this Agreement.

13.2 Synapto may monitor, collect, store and use information on the use and performance of the Services (including Merchant Data) to detect threats or errors to the Services and/or Synapto's operations, for the purposes of the further development and improvement of Synapto's Services, and for such other purposes as described in Synapto's privacy notice at https://www.synaptopay.com/privacy-policy. Synapto shall only use Customer Personal Data for the development and improvement of its services once it has been anonymised or aggregated so that no individual can be identified.

13.3 The provisions of this Clause 13 shall survive termination or expiry of this Agreement for a period of two (2) years.

14. Warranty

14.1 Synapto warrants that:

(a) the Synapto Platform will operate materially in accordance with its description available at www.synaptopay.com when used in accordance with this Agreement under normal use and normal circumstances during the Subscription Period; and

(b) Synapto will provide the Synapto Services with reasonable care and skill.

14.2 If the Merchant receives any Updates to the Synapto Platform under this Agreement, such Update will be covered under the warranty at clause 14.1.

14.3 If there is a breach of the warranty in clause 14.1, provided that the Merchant notifies Synapto without delay in writing and provides sufficient information to enable Synapto to reproduce any errors, Synapto will, at its option:

(a) use reasonable endeavours to correct the errors in the Synapto Services within a reasonable time; or

(b) terminate this Agreement.

14.4 The warranty in Clause 14.1 is subject to the Merchant complying with its obligations under, and using the Services in accordance with, this Agreement and is also subject to the limitations and exclusions set out in Clause 19. In addition, the warranty shall not apply to the extent that any error in the Services arises as a result of:

(a) incorrect access or use of the Services by the Merchant or any Authorised User (including any failure to follow any instructions set out on Synapto's website);

(b) access to or use of the Services other than for the purposes for which they are intended;

(c) modification or alteration of the Services without Synapto's written consent;

(d) access or use of the Services with other software or on equipment with which it is incompatible;

(e) any act by any third party (including hacking or the introduction of any virus or malicious code);

(f) any breach of this Agreement by the Merchant (or by any Authorised User);

(g) failure to notify Synapto of any error within a reasonable period of time of it first occurring; or

(h) failure to install any Update recommended and made available by Synapto.

14.5 The Merchant acknowledges that Synapto does not give any warranty or representation and does not accept any liability (howsoever arising whether under contract, tort, in negligence or otherwise) in relation to:

(a) the Subscribed Services;

(b) the Services meeting the Merchant's individual needs or business requirements, whether or not such needs or requirements have been communicated to us;

(c) the Services operating in a manner which is uninterrupted or free from minor errors or defects; or

(d) the Services being compatible with any third-party software or with any particular hardware.

14.6 Subject to Clause 19.5, the provisions of Clause 14.3 set out the Merchant's sole and exclusive remedy (howsoever arising, whether in contract, tort, negligence or otherwise) for any breach of Clause 14.1 or for any other error or defect in, defective performance or inability to use the Services or any part of them.

14.7 Other than as set out in this clause 14, and subject to Clause 19.5, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose, reasonable care and skill or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

14.8 If the Merchant accesses the Synapto Platform through a third-party, Synapto accepts no responsibility for the Merchant's ability to access (or continue to access) the Synapto Platform through such third-party. If any relevant engagement between the Merchant and a third-party through which the Merchant accesses the Synapto Platform ends, the Merchant shall promptly notify Synapto.

15. Merchant responsibilities

15.1 The Merchant shall (and shall ensure all Authorised Users shall) at all times comply with all applicable laws relating to the use or receipt of the Services.

16. Intellectual Property Rights

16.1 The Merchant acknowledges that all Intellectual Property Rights in the Services are owned by or licensed to Synapto, that the right to access and use the Services is licensed (not sold) to the Merchant and that the Merchant shall have no other rights other than those granted under the terms of this Agreement. The Merchant shall have no right to access the Services in source code form. To the extent that the Merchant, any of its Affiliates or any person acting on its or their behalf acquires any Intellectual Property Rights in any part of the Services, the Merchant shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Synapto or such third party as Synapto may elect. The Merchant shall execute all such documents and do such things as Synapto may consider necessary to give effect to this Clause 16.1.

16.2 The Merchant and Authorised Users may be able to store or transmit Merchant Data using one or more Services and the Services may interact with Merchant Systems. The Merchant hereby grants a royalty-free, non-transferable, non-exclusive licence for Synapto (and each of its direct and indirect sub-contractors including its Third-Party Partners) to use, copy and otherwise utilise the Merchant Data and Merchant Systems to the extent necessary to perform or provide the Services or to exercise or perform Synapto's rights, remedies and obligations under this Agreement.

16.3 To the extent Third-Party Software is made available to, or used by or on behalf of the Merchant or any Authorised User in connection with the use or provision of any Subscribed Service, such use of Third-Party Software shall be subject to any additional third party terms in accordance with Clause 9.2.

16.4 Synapto may use any feedback and suggestions for improvement relating to the Services provided by the Merchant or any Authorised User without charge or limitation ("**Feedback**"). The Merchant hereby assigns (or shall procure the assignment of) all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to Synapto at the time such Feedback is first provided to Synapto.

16.5 The Merchant hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to Synapto under this Agreement.

16.6 If Synapto has reason to believe that a third-party claim may be brought by any third party alleging that the Synapto Services infringe any Intellectual Property Rights of a third party (an "IPR Claim"), Synapto may at its sole option and expense, and the Merchant shall permit Synapto to:

(a) modify or replace the Synapto Services to avoid infringement or alleged infringement; or

(b) terminate this Agreement.

16.7 Subject to Clause 19.5, the provisions of this Clause 16 set out the Merchant's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IPR Claim.

17. Relief

17.1 To the maximum extent permitted by law, Synapto shall not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of this Agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Relief Event.

18. Indemnity

18.1 The Merchant shall indemnify Synapto and its Affiliates against all losses, damages, liabilities, fines, penalties, costs (including reasonable legal and professional fees) and expenses arising out of or in connection with:

(a) any breach by the Merchant or its Authorised Users of Clause 6 (Limitations on use), the Acceptable Use Policy, Clause 24 (Data protection) or Clause 25 (Card security and stored cards);

(b) the Merchant's goods or services, or any dispute between the Merchant and any of its customers (including in relation to refunds and chargebacks);

(c) any claim by a third party that the Merchant Data, or Synapto's use of it in accordance with this Agreement, infringes that third party's rights; or

(d) the Merchant's breach of applicable law.

18.2 Synapto shall notify the Merchant promptly of any third-party claim for which it intends to seek an indemnity, take reasonable steps to mitigate its losses, and not settle any such claim without the Merchant's prior consent (not to be unreasonably withheld or delayed).

18.3 This Clause 18 is without prejudice to Synapto's other rights and remedies under this Agreement.

19. Limitation of liability

19.1 The extent of Synapto's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this Clause 19.

19.2 Subject to Clauses 19.3 and 19.5 and, where it applies, paragraph 8 of Schedule 2, Synapto's total aggregate liability in each Contract Year (howsoever arising) under or in connection with this Agreement shall not

exceed the greater of:

(a) an amount equal to the Fees paid to Synapto by the Merchant in the relevant Contract Year; or

(b) an amount equal to 12 times the Fees due or paid to Synapto for the first month of the Subscription Period.

19.3 Subject to Clause 19.5, Synapto shall not be liable for consequential, indirect or special losses.

19.4 Subject to Clause 19.5, Synapto shall not be liable for any of the following (whether direct or indirect): loss of profit or revenue; loss or corruption of data; loss or corruption of software or systems; loss or damage to equipment; loss of use; loss of production; loss of contract; loss of commercial opportunity; loss of savings, discount or rebate (whether actual or anticipated); harm to reputation or loss of goodwill; loss of business; and wasted expenditure.

19.5 Despite any other provision of this Agreement, Synapto's liability shall not be limited in any way in respect of the following: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any other losses which cannot be excluded or limited by applicable law.

20. Suspension

20.1 Synapto may suspend access to the Services (or any part) to all or some of the Authorised Users if:

(a) Synapto suspects that there has been any misuse of the Services or breach of this Agreement;

(b) the Merchant fails to pay any sums due to Synapto by the due date for payment; or

(c) required by law, by court or governmental or regulatory order.

20.2 Fees shall remain payable during any period of suspension notwithstanding that the Merchant or some or all of the Authorised Users may not have access to the Services.

21. Term and termination

21.1 This Agreement shall come into force on the Commencement Date and shall continue until terminated in accordance with its terms.

21.2 Each party may terminate this Agreement or the provision of any of the Synapto Services for convenience on not less than 30 days' prior written notice to the other party.

21.3 Either party may terminate this Agreement at any time by giving the other party notice in writing if:

(a) the other party commits a material breach of this Agreement and such breach is not remediable; or

(b) the other party commits a material breach of this Agreement which is not remedied within thirty (30) days of receiving written notice of such breach.

21.4 Synapto may terminate this Agreement at any time by giving the Merchant notice in writing if the Merchant fails to pay any Fees due under this Agreement on the due date and such amount remains unpaid for 10 Business Days after the Merchant has received notification that the payment is overdue.

21.5 Any breach by the Merchant of the Acceptable Use Policy or of Clause 6 shall be deemed a material breach of this Agreement which is not remediable.

22. Consequences of termination

22.1 Immediately on termination or expiry of this Agreement (for any reason):

(a) the licences and rights granted by Synapto shall terminate and the Merchant shall (and, if applicable, shall procure that each Authorised User shall) stop accessing and using the Subscribed Services via the Synapto Platform (and ensure that any Authorised Users stop accessing and using the Subscribed Services via the Synapto Platform);

(b) any Subscribed Services provided by Synapto (and not by a Third-Party Partner) shall cease;

(c) Synapto may delete or suspend access to any accounts that the Merchant holds with Synapto and any Authorised User accounts;

(d) the Merchant is not entitled to a refund or other payment, except as otherwise stated in the relevant Subscribed Service Specific Terms; and

(e) Merchant Data will be treated in accordance with Clause 23.5.

22.2 The Merchant shall be responsible for backing up the Merchant Data regularly and extracting it from the Synapto Platform prior to the termination or expiry of this Agreement.

22.3 Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination.

22.4 In the event of the termination or expiry of this Agreement or any part of it, the Merchant's engagements with Third-Party Partners shall continue in accordance with the relevant Third-Party Terms except the Merchant shall no longer be entitled to receive the Subscribed Services (or the related Synapto Services) which are impacted by the termination (or partial termination) via the Synapto Platform. The Merchant will need to liaise with the relevant Third-Party Partner in relation to the on-going use of such Subscribed Services.

22.5 Any Clause which by its nature is intended to survive termination or expiry of this Agreement shall survive the termination or expiry of this Agreement.

23. Merchant Data

23.1 Merchant Data shall at all times remain the property of the Merchant or the Merchant's licensors.

23.2 The Merchant shall ensure (and is exclusively responsible for) the accuracy, quality, integrity and legality of the Merchant Data and that its use (including use in connection with the Services) complies with all applicable laws and Intellectual Property Rights.

23.3 If Synapto becomes aware of any allegation that any Merchant Data may not comply with the Acceptable Use Policy or any other part of this Agreement, Synapto shall have the right to (in respect only of that part of Merchant Data which is suspected of being non-compliant):

(a) permanently delete or otherwise remove the relevant Merchant Data from the Services;

(b) suspend access to the relevant Merchant Data from the Services in accordance with Clause 20; and/or

(c) disclose Merchant Data to law enforcement authorities (in each case without the need to consult the Merchant).

Where reasonably practicable and lawful Synapto shall notify the Merchant before taking such action.

23.4 Except as otherwise expressly agreed in this Agreement (including in Clause 24.4(h)), Synapto shall not be obliged to provide the Merchant with any assistance extracting, transferring or recovering any data (including Merchant Data) whether during or after the Subscription Period. The Merchant acknowledges and agrees that it is responsible for maintaining safe and regular backups and copies of any Merchant Data, including as necessary to ensure the continuation of the Merchant's business.

23.5 Unless otherwise set out in the Subscribed Service Specific Terms or subsequently agreed by the parties in writing, the Merchant hereby instructs that Synapto shall within 60 days of the earlier of the end of the provision of the Services (or any part) relating to the processing of the Merchant Data securely dispose of such Merchant Data processed in relation to the Services (or any part) which have ended (and all existing copies of it) except to the extent that any applicable laws of the United Kingdom (or a part of the United Kingdom) requires Synapto to store such Merchant Data. Where the Merchant requests it in writing before the end of the provision of the relevant Services, Synapto shall first return a copy of the Customer Personal Data to the Merchant in a commonly used electronic format (or, in the case of payment card data, by secure transfer to a PCI DSS compliant provider nominated by the Merchant). Synapto shall have no liability

(howsoever arising, including in negligence) for any deletion or destruction of any such Merchant Data undertaken in accordance with this Agreement.

24. Data protection

24.1 Each party shall comply with Data Protection Legislation in connection with this Agreement.

24.2 The parties acknowledge that:

(a) the Merchant is the controller and Synapto is the processor of Customer Personal Data;

(b) Synapto is a controller of the personal data of the Merchant's directors, officers, owners, Authorised Users and other personnel which it processes to onboard and verify the Merchant, manage the Merchant's account, prevent fraud and financial crime and comply with its legal obligations, as described in Synapto's privacy notice at https://www.synaptopay.com/privacy-policy; and

(c) where Synapto shares personal data with a Third-Party Partner at the Merchant's request or in order to provide a Subscribed Service, the Third-Party Partner processes that personal data as an independent controller in accordance with the relevant Third-Party Terms.

24.3 The Merchant shall ensure that it has all lawful bases, notices and consents necessary (including any consent required to save a customer's card details) to enable the lawful processing of Customer Personal Data by Synapto and its Sub-processors under this Agreement, and that its instructions to Synapto comply with Data Protection Legislation.

24.4 In relation to Customer Personal Data, Synapto shall:

(a) process it only on the documented instructions of the Merchant, which are set out in this Agreement and given by the Merchant's use and configuration of the Services, unless required to do otherwise by applicable law (in which case Synapto shall inform the Merchant of that legal requirement before processing, unless that law prohibits it from doing so);

(b) inform the Merchant promptly if, in its opinion, an instruction infringes Data Protection Legislation;

(c) ensure that all persons authorised to process it are subject to appropriate obligations of confidentiality;

(d) implement appropriate technical and organisational measures to protect it in accordance with Article 32 of the UK GDPR, including encryption of Customer Personal Data in transit and at rest;

(e) taking into account the nature of the processing, assist the Merchant by appropriate technical and organisational measures, insofar as this is possible, in responding to requests from data subjects to exercise their rights under Data Protection Legislation;

(f) assist the Merchant in ensuring compliance with its obligations under Articles 32 to 36 of the UK GDPR, taking into account the nature of the processing and the information available to Synapto;

(g) notify the Merchant without undue delay, and in any event within 48 hours, after becoming aware of a personal data breach affecting Customer Personal Data, and provide such information as the Merchant reasonably requires to meet its own notification obligations;

(h) at the Merchant's choice, delete or return Customer Personal Data at the end of the provision of the Services in accordance with Clause 23.5, unless applicable law requires its storage; and

(i) make available to the Merchant all information reasonably necessary to demonstrate compliance with this Clause 24 and allow for and contribute to audits in accordance with Clause 24.7.

24.5 The Merchant gives Synapto general authorisation to engage Sub-processors. The Sub-processors engaged at the date of this Agreement are listed in Part B of Schedule 1. Synapto shall:

(a) give the Merchant at least 30 days' notice of any intended addition or replacement of a Sub-processor, during which the Merchant may object on reasonable data protection grounds and, if the parties are unable to resolve the objection, terminate this Agreement by written notice before the change takes effect;

(b) impose on each Sub-processor, by written contract, data protection obligations which are no less protective than those set out in this Clause 24; and

(c) remain liable to the Merchant for the performance of each Sub-processor's obligations.

24.6 Synapto shall not transfer Customer Personal Data outside the United Kingdom (including to a Sub-processor) unless the transfer is to a country or framework covered by adequacy regulations under Data Protection Legislation (including the UK Extension to the EU-US Data Privacy Framework) or is subject to appropriate safeguards under Article 46 of the UK GDPR, such as the International Data Transfer Agreement or the International Data Transfer Addendum to the EU Standard Contractual Clauses.

24.7 Synapto shall respond to the Merchant's reasonable written requests for information, including security questionnaires, relating to its processing of Customer Personal Data. The Merchant (or an independent auditor appointed by it and bound by obligations of confidentiality) may carry out an on-site audit of Synapto's compliance with this Clause 24 no more than once in any 12-month period, on at least 30 days' written notice, during Synapto's normal business hours and at the Merchant's cost, but only where:

(a) the information made available by Synapto is reasonably insufficient to demonstrate its compliance with this Clause 24;

(b) a personal data breach affecting Customer Personal Data has occurred; or

(c) an audit is required by a regulator or supervisory authority.

25. Card security and stored cards

25.1 Synapto shall maintain compliance with PCI DSS to the extent applicable to the Services it provides and, on the Merchant's reasonable request, provide evidence of that compliance (such as its current Attestation of Compliance).

25.2 Card details entered through the Services are captured and tokenised by Synapto's payment gateway Sub-processor in a PCI DSS compliant environment. Synapto does not store full card numbers or card security codes.

25.3 The Merchant shall:

(a) maintain its own compliance with PCI DSS, including completing any self-assessment questionnaire required by its merchant acquirer;

(b) only collect card details through the payment pages, forms and integrations provided or approved by Synapto, and not capture, record or store card numbers or security codes outside the Services (including by email, telephone notes or spreadsheets); and

(c) notify Synapto immediately on becoming aware of any actual or suspected compromise of card data or Authorised User credentials.

25.4 Where the Merchant saves a customer's card details, the Merchant shall comply with the card scheme rules for stored credentials, including:

(a) obtaining the customer's express consent before saving their card details, which explains how and when the card will be charged, the amount (or how it is calculated) and how the customer can cancel;

(b) keeping a record of that consent and providing it to Synapto or the merchant acquirer on request;

(c) only charging a saved card in accordance with that consent, and giving any advance notice of charges required by the card scheme rules (including before a free trial becomes a paid subscription); and

(d) giving the customer a simple way to cancel, and removing saved card details promptly on request or once they are no longer needed.

25.5 The Merchant shall be responsible for any chargebacks, fines, assessments or other charges imposed by a card scheme or merchant acquirer which arise from the Merchant's failure to comply with Clause 25.3 or

25.4, and shall reimburse Synapto for any such amounts imposed on Synapto.

26. Confidentiality

26.1 Synapto shall maintain the confidentiality of the Merchant Data and shall not without the prior written consent of the Merchant or in accordance with this Agreement, disclose or copy the Merchant Data other than as necessary for the performance of the Services or its express rights and obligations under this Agreement.

26.2 The Merchant shall keep Synapto's and any Third-Party Partner's Confidential Information secret and treat such Confidential Information with the same level of security, skill and care that it applies to its own Confidential Information, but in no event less than a reasonable degree of care. The Merchant shall not at any time disclose to any person any of Synapto's or its Third-Party Partner's Confidential Information except as permitted by Clause 26.3. The Merchant will only use Synapto's and any Third-Party Partner's Confidential Information solely for the purpose of receiving the Services provided under this Agreement (or in the case of a Third-Party Partner's Confidential Information, the Subscribed Services provided under the relevant Third-Party Terms).

26.3 Synapto and the Merchant (in each case, the "Recipient") may disclose Confidential Information (including Merchant Data):

(a) to their employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the Recipient's rights and/or performing its obligations under or in connection with this Agreement; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that in all of the cases set out in this Clause 26.3(b) the Recipient proposing disclosure, will (i) to the extent legally permissible, exercise reasonable efforts to notify the other party prior to such disclosure, and (ii) co-operate with any reasonable endeavours, as permitted by applicable law, by the other party to limit disclosure or seek protection against disclosure; and

(c) where Synapto is the Recipient, to a Third-Party Partner for the purpose of Synapto performing its obligations under this Agreement.

26.4 The provisions of this Clause 26 shall not apply to information which:

(a) is or comes into the public domain through no fault of the Recipient, its officers, employees, agents or contractors;

(b) is lawfully received by the Recipient from a third party free of any obligation of confidence at the time of its disclosure;

(c) is independently developed by the Recipient (or any of its Affiliates or any person acting on its or their behalf), without access to or use of such Confidential Information; or

(d) is required by law, by court or governmental or regulatory order to be disclosed.

26.5 This Clause 26 shall survive the termination or expiry of our Agreement for a period of two years.

27. Entire agreement

27.1 This Agreement (including any Bespoke Pricing Agreement) constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

27.2 Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement.

27.3 Nothing in this Agreement shall limit or exclude any liability for fraud.

28. Notices

28.1 Any notice given by a party under this Agreement shall be:

(a) in writing and in English;

(b) signed by, or on behalf of, the party giving it (except for notices sent by email); and

(c) where sent to the Merchant, the address provided to Synapto by the Merchant when the Merchant registered to access the Services.

28.2 Notices may be given, and are deemed received:

(a) by hand: on receipt of a signature at the time of delivery;

(b) by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting;

(c) by email: if sent before 5.00 pm on a Business Day, at the time of transmission; otherwise at 9.00 am on the next Business Day.

28.3 Notices and other communications sent to Synapto shall be sent to:

28.3.1 Synapto Ltd, for the attention of the Chief Operating Officer, 9a Crosswall, London, EC3N 2JY; email: help@synaptopay.com

This clause does not apply to notices given in legal proceedings or arbitration.

29. Variation

29.1 Synapto may update this Agreement, and any document referred to in it, in accordance with Clause 12. A New Version issued in accordance with Clause 12 shall take effect as set out in that clause and does not require the Merchant's signature or further acceptance.

29.2 If the Merchant does not agree to a New Version, it may terminate this Agreement by giving written notice to Synapto before the New Version takes effect. Termination shall take effect on the date the New Version would otherwise have taken effect (or such earlier date as the Merchant specifies in its notice), and the New Version shall not apply to the Merchant. The Merchant's continued use of the Services after a New Version takes effect constitutes acceptance of it.

29.3 Except as set out in Clauses 29.1 and 29.2, no variation of this Agreement shall be effective unless it is in writing, refers to this Agreement and is agreed by or on behalf of each party. A variation may be agreed:

(a) by the Merchant clicking to accept it on the Synapto Platform;

(b) by an exchange of emails between authorised representatives of each party; or

(c) by a document signed (including electronically) by or on behalf of each party.

30. Assignment and sub-contracting

30.1 Synapto may at any time assign, sub-contract, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of Synapto's rights or obligations under this Agreement, provided that Synapto gives the Merchant prior written notice.

30.2 Except as expressly permitted by this Agreement, the Merchant shall not assign, transfer, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of the Merchant rights or obligations under this Agreement (including the licence rights granted), in whole or in part, without Synapto's prior written consent.

31. No partnership or agency

The parties are independent and are not partners or principal and agent and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

32. Severance

32.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

32.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

33. Waiver

No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

34. Compliance with law

34.1 The Merchant shall comply with all applicable laws and shall maintain such authorisations and approvals as required from time to time to perform its obligations under or in connection with this Agreement.

34.2 Without prejudice to the generality of Clause 34.1, the Merchant shall comply with all applicable laws, rules, and regulations governing export that apply to the Services and the Merchant Data (or any part), and shall not export or re-export, directly or indirectly, separately or as a part of a system, the Services or the Merchant Data (or any part) to, or access or use the Services or the Merchant Data (or any part) in, any country for which an export licence or other approval is required, without first obtaining such licence or other approval. The Merchant shall be solely responsible for ensuring its access, importation or use of the Services and the Merchant Data in or into any part of the Territory or elsewhere complies with all export laws.

34.3 The Merchant shall, and shall ensure that its directors, officers and employees shall, comply with all applicable anti-bribery and anti-corruption laws (including the Bribery Act 2010) and all applicable economic and trade sanctions laws and regulations.

34.4 The Merchant warrants that neither it nor any of its directors, officers or ultimate beneficial owners is a person or entity that is the subject of sanctions or is listed on any applicable sanctions list ("**Sanctioned Person**"), and shall notify Synapto promptly if this warranty ceases to be true. Synapto may suspend or terminate the provision of any of the Services where it reasonably considers that continuing to provide them would cause Synapto or any Third-Party Partner to breach applicable sanctions, anti-bribery or financial crime laws.

35. Third party rights

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

36. Authority

Each party represents and warrants to the other that it has the right, power and authority to enter into our Agreement and grant to the other the rights (if any) contemplated in this Agreement and to perform its obligations under this Agreement.

37. Governing law and jurisdiction

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

37.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Schedule 1 – Processing details

Part A – Description of the processing of Customer Personal Data

Subject matter	The provision of the Services to the Merchant, including payment gateway services, payment links, invoices, subscriptions, card storage and related reporting through the Synapto Platform.
Duration	The term of this Agreement and any period after it until Customer Personal Data is deleted or returned in accordance with Clause 23.5.
Nature and purpose	Collection, recording, storage, transmission, retrieval, use (including tokenisation) and deletion of Customer Personal Data so that the Merchant can accept and manage payments from its customers, send payment communications and receipts, save card details where the Merchant opts to do so, and so that Synapto can provide support, maintain the security of the Services and prevent fraud.
Types of personal data	Names; contact details (email address, telephone number, billing and delivery address); payment card data (tokenised card details, card brand, last four digits and expiry date); transaction data (amounts, dates, references and status); technical data captured during payment (such as IP address and browser information); and any other personal data the Merchant chooses to submit through the Services.
Categories of data subjects	The Merchant's customers and prospective customers, including cardholders, payers and recipients of payment links and invoices.
Special category data	None. The Merchant shall not submit special category personal data through the Services.

Part B – Sub-processors

Sub-processor	Service provided	Location of processing
Network Merchants Limited (NMI)	Payment gateway services, including card tokenisation and storage	European Union
Google Cloud	Hosting and data storage for the Synapto Platform	United Kingdom (London)
Postmark	Sending payment links, invoices and receipts by email to the Merchant's customers	United States
Sentry	Error monitoring and diagnostics for the Synapto Platform	European Union

Schedule 2 – Payouts and Embedded Banking Terms

> THIS SCHEDULE APPLIES ONLY WHERE THE MERCHANT SUBSCRIBES TO A PAYOUTS SERVICE. IT DOES NOT APPLY TO ANY OTHER MERCHANT.

1. Application

1.1 This Schedule applies only where, and for so long as, the Merchant subscribes to a Payouts Service, and then only in relation to that Payouts Service and the Merchant's activities connected with it. It does not apply to any Merchant that does not subscribe to a Payouts Service.

1.2 The Merchant shall be required to accept this Schedule on the Synapto Platform before any Payouts Service is made available to it, and Synapto may keep a record of that acceptance.

1.3 In relation to Payouts Services, if there is any inconsistency between this Schedule and any other part of these terms, this Schedule shall prevail in accordance with Clause 3.2.

1.4 Paragraphs 7 and 8 of this Schedule shall survive the termination or expiry of this Agreement or of the relevant Payouts Service.

2. Definitions

2.1 In this Schedule, the following definitions apply in addition to those in Clause 2:

"**Embedded Bank Account**" means any bank account, e-money account or similar account provided by Griffin or another regulated Third-Party Partner and made available to the Merchant, or to a Payee, through the Synapto Platform;

"**Griffin**" means Griffin Bank Limited, one of Synapto's Third-Party Partners;

"**Payee**" means any third-party seller, service provider, Sub-Merchant or account holder that receives payments, or holds an Embedded Bank Account, through a platform, marketplace or similar environment operated by the Merchant using a Payouts Service;

"**Regulatory Authority**" means the Financial Conduct Authority, the Prudential Regulation Authority, the Payment Systems Regulator, the Bank of England, HM Treasury (including the Office of Financial Sanctions Implementation), the Information Commissioner's Office and any other governmental or regulatory body with authority over Synapto, a Third-Party Partner or the Merchant in connection with a Payouts Service;

"**Sub-Merchant**" means any business that the Merchant onboards to, or permits to use, its platform or marketplace and that receives funds or holds an Embedded Bank Account through a Payouts Service.

3. Griffin and other Third-Party Partner terms

3.1 The Merchant acknowledges that Payouts Services are provided by Griffin (or another regulated Third-Party Partner) under a tripartite framework between Synapto, the relevant Third-Party Partner and the Merchant, and that its use of any Payouts Service is also subject to the relevant Third-Party Terms, including Griffin's applicable product schedules and general terms, as amended from time to time.

3.2 Griffin, or any other regulated Third-Party Partner, may suspend or close any Embedded Bank Account or related Payouts Service in accordance with its Third-Party Terms. Synapto shall not be liable for any such suspension or closure, or for any related suspension by Synapto under Clause 9.7, where it is made in compliance with applicable law, card scheme rules or a binding instruction from a Regulatory Authority.

4. Data protection

4.1 In respect of personal data shared with Griffin for the purposes of account opening, transaction processing or compliance with regulatory obligations, Griffin acts as an independent controller under the UK GDPR in accordance with Clause 24.2(c), and processes that personal data in accordance with its privacy policy

(available here: https://griffin.com/legal/privacy).

4.2 Each party shall ensure that its own privacy notices clearly describe this data sharing and identify Griffin as a controller. Synapto shall not be responsible for Griffin's processing of such personal data once it has been transmitted to Griffin.

5. Audit and co-operation

5.1 The Merchant shall co-operate fully with Synapto, Griffin, any other relevant Third-Party Partner and any Regulatory Authority that requests access to records, systems, data or personnel for the purpose of monitoring compliance with applicable laws, card scheme rules or this Agreement in relation to Payouts Services.

5.2 Synapto shall give the Merchant reasonable prior notice of any audit involving the Merchant, unless such notice is prohibited by law or by a Regulatory Authority, or the audit is required urgently because of suspected fraud, financial crime or a serious regulatory breach.

6. Platform and marketplace obligations

6.1 Where the Merchant operates a platform, marketplace or similar environment that enables Payees to receive payments or hold accounts through a Payouts Service, the Merchant shall:

(a) ensure that each Payee has been verified in accordance with applicable know-your-customer ("**KYC**") and anti-money laundering ("**AML**") laws, using the identity-verification tools and processes made available by Synapto and/or its Third-Party Partners;

(b) obtain, record and retain evidence of that verification and provide it to Synapto or the relevant Third-Party Partner on request;

(c) repeat KYC and AML checks on each Payee at least once in every 12-month period, and promptly following any change of control of a Payee of which the Merchant becomes aware;

(d) monitor ongoing activity for suspicious transactions and promptly notify Synapto of any suspected fraud, financial crime, sanctions match or other irregular activity; and

(e) comply with all other applicable regulatory and card scheme requirements notified to the Merchant by Synapto or its Third-Party Partners from time to time in connection with Payouts Services.

6.2 The Merchant shall ensure that its contract with each Sub-Merchant requires the Sub-Merchant to:

(a) provide accurate and complete information;

(b) comply with applicable law (including anti-money laundering and sanctions laws); and

(c) co-operate with Synapto, Griffin and any relevant Regulatory Authority in the event of any investigation.

6.3 The Merchant acknowledges that Synapto and its Third-Party Partners rely on the accuracy and completeness of the KYC and AML information provided by the Merchant.

7. Merchant liability and reimbursement

7.1 Synapto shall not be responsible for any losses, fines, chargebacks or clawbacks arising from:

(a) the Merchant's failure to conduct KYC and AML checks in accordance with paragraph 6, or to use the processes and tooling provided by Synapto or its Third-Party Partners to facilitate those checks;

(b) the onboarding of a Payee who is subsequently found to be fraudulent or ineligible; or

(c) any breach of applicable anti-money laundering, sanctions or counter-terrorist financing requirements by the Merchant, its personnel or its Payees.

7.2 The Merchant shall be solely liable for any financial losses, fraud, chargebacks or regulatory penalties resulting from the activities of its Payees or end customers on its platform or marketplace, except to the

extent that they arise from a proven defect in the Synapto Platform or from Synapto's negligence or wilful misconduct.

7.3 The Merchant shall reimburse Synapto in full for any fraudulent-payment losses, chargebacks, clawbacks, fines or similar amounts that Synapto or any of its Third-Party Partners (including Griffin) is required to pay to a card scheme, acquirer, bank or other third party, to the extent that those amounts are attributable to:

(a) fraudulent or negligent conduct by the Merchant, its personnel or its Sub-Merchants; or

(b) the Merchant's failure to conduct KYC and AML checks, or to apply risk controls, in accordance with this Schedule.

7.4 The Merchant's liability under paragraph 7.3 is in addition to its obligations under Clause 18 and shall not be subject to any limitation of liability in this Agreement, except to the extent that the relevant loss arises directly from Synapto's or Griffin's negligence, wilful default or breach of this Agreement.

7.5 Synapto may set off or deduct any amount due from the Merchant under paragraph 7.3 against any settlement funds, commissions or other sums payable by Synapto to the Merchant.

8. Synapto's liability for Payouts Services

8.1 To the extent permitted by law, any liability of Griffin or any other Third-Party Partner to the Merchant in connection with a Payouts Service shall be governed solely by that Third-Party Partner's Third-Party Terms.

8.2 Subject to Clause 19.5, Synapto's total aggregate liability to the Merchant arising from or in connection with any Payouts Service shall not exceed the amount actually recovered by Synapto from the relevant Third-Party Partner in respect of the same claim, and shall in all cases be subject to the limitations in Clause 19. Synapto shall use reasonable efforts to pursue such recovery.

9. Account holder information

9.1 Where a Payouts Service includes Embedded Bank Accounts or similar regulated banking products provided by Griffin, the Merchant shall ensure that each relevant Payee receives clear and accurate information about:

(a) the nature of the account and Griffin's role as the account provider;

(b) eligibility for, and the key features of, any applicable deposit protection scheme (including, where relevant, the Financial Services Compensation Scheme); and

(c) the circumstances in which Griffin may suspend or close the account.

9.2 The Merchant shall implement onboarding and communication processes sufficient to capture each relevant Payee's acknowledgement that they have received and understood that information, shall keep records of those acknowledgements, and shall provide them to Synapto or Griffin on request.

10. Sanctions

10.1 The Merchant shall ensure that each Sub-Merchant complies with Clause 34.3 as if it were the Merchant, and the warranty in Clause 34.4 shall extend to each Sub-Merchant and its directors, officers and ultimate beneficial owners.

10.2 Synapto may suspend or terminate any Payouts Service, or require the Merchant to suspend or terminate any Sub-Merchant's use of the Services, where Synapto reasonably considers that continuing would cause Synapto or any Third-Party Partner (including Griffin) to breach applicable sanctions, anti-bribery or financial crime laws.