

## JOYNTPAY PAYEE TERMS OF USE

### 1. ABOUT US

- 1.1 Joynt Limited (company no: 15943475) (**we** and **us**) is a company registered in England and Wales and our registered office is at 71-75 Shelton Street, London, England, WC2H 9JQ. We operate the website <http://joyntpay.com> (**Site**) and the JOYntPay mobile app (**App**).
- 1.2 To contact us, email us at [info@joyntpay.com](mailto:info@joyntpay.com). How to give us formal notice of any matter under the Contract is set out in clause 12.2.
- 1.3 We are powered by Moneyhub Financial Technology Ltd (company no: 06909772) (**Moneyhub**). Moneyhub are authorised and regulated by the Financial Conduct Authority as a payment initiation service provider (reference no: 809360).

### 2. OUR CONTRACT WITH YOU

- 2.1 These terms and conditions (**Terms**) apply to the registration by you (as a payee) on our Site for the provision of the JOYntPay collections service as further described on our Site (**Services**) by us to you (**Contract**). These Terms apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.
- 2.3 These Terms and the Contract are made only in the English language and we are only able to provide the Services within the UK to UK based bill payees.

### 3. REGISTRATION FOR OUR SERVICES

- 3.1 Please follow the onscreen prompts and complete the form set out at <https://joyntpay.com/register> (**Registration Form**) in order to register to receive our Services. You may only register for our Services using the Registration Form set out on the Site. Completion of the Registration Form is an offer by you to purchase the Services subject to these Terms.
- 3.2 Please check the Registration Form carefully before submitting it to us. You are responsible for ensuring that the Registration Form is complete and accurate.
- 3.3 After you submit your Registration Form, you will receive an email from us acknowledging that we have received it. We will then complete our verification checks including those relating to anti-money laundering compliance prior to opening an account for you with us.
- 3.4 Once we have successfully completed our verification checks, we shall accept your account opening request by sending you a further email at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence.
- 3.5 If we are unable to successfully complete our verification checks or we are unable to supply you with the Services for any reason, we will inform you of this by email. Please note that we are under no obligation to provide our Services to you.
- 3.6 If you choose, or you are provided with, any account login credentials (**Credentials**) as part of our security procedures, you must treat such information as confidential. You must not disclose such Credentials to any third party. We have the right to disable any Credentials, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the

provisions of these Terms. If you know or suspect that anyone other than you knows your Credentials, you must promptly notify us at [info@joyntpay.com](mailto:info@joyntpay.com).

#### 4. SERVICES

- 4.1 We shall provide the Services with reasonable skill and care and in the manner described on our Site.
- 4.2 You acknowledge that our Services are continually evolving and being enhanced. Consequently, we reserve the right to modify the scope of our Services periodically without prior notice to you, provided that such modifications do not result in any significant disadvantage to you.

#### 5. YOUR OBLIGATIONS

- 5.1 It is your responsibility to ensure that:
- (a) the information supplied on your Registration Form or otherwise supplied to us in connection with the provision of the Services are complete and accurate;
  - (b) you cooperate with us in all matters relating to the Services;
  - (c) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects. This shall include but not be limited to advising us with reasonable prior notice of any changes you make to your pdf bill layout or format, including wording used;
  - (d) you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start; and
  - (e) you comply with all applicable laws.
- 5.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 5.1 (**Your Default**):
- (a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 10 (Termination); and
  - (b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services.

#### 6. CHARGES

- 6.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 6.
- 6.2 The Charges are the prices quoted on our Site from time to time. Please see <https://joyntpay.com/i-send>. We reserve the right to increase the Charges on 30 days' notice to you.
- 6.3 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.
- 6.4 We will send you an invoice within 15 days of the beginning of each month in respect of the applicable Charges for the previous month. You shall pay each invoice due and submitted by us, within 15 days of receipt, to our nominated bank account.

- 6.5 We shall send such payments and account reconciliation information to you and in such format as we shall advise from time to time as our Services evolve.
- 6.6 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 10 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.6 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.7 You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 7. **DATA PROTECTION**

- 7.1 We will process your personal information in accordance with our privacy policy which can be found at <https://joyntpay.com/privacy-policy>, the terms of which are incorporated into this Contract.
- 7.2 We will both comply with all applicable requirements of the Data Protection Legislation. This clause 7 is in addition to, and does not relieve, remove or replace, either of our obligations or rights under the Data Protection Legislation.
- 7.3 We both acknowledge that for the purposes of the Data Protection Legislation, you are the Controller and we are the Processor. We have set out below the scope, nature and purpose of processing by the us, the duration of the processing and the types of Personal Data and categories of Data Subject.

<b>Data Processing Details</b>	
<b>Subject-matter</b>	The provision of the Services.
<b>Nature and purpose</b>	We will process your Personal Data as necessary to perform our obligations pursuant to the Contract including but not limited to collecting, recording, organising, structuring, storing, retrieving, disclosing and transmitting.
<b>Duration</b>	The duration of the Contract.
<b>Types of personal data</b>	Personally identifiable information, including but not limited to: <ul style="list-style-type: none"> <li>• Identity Data</li> <li>• Contact Data</li> <li>• Financial Data</li> <li>• Transaction Data</li> <li>• Technical Data</li> </ul> See our privacy policy for further information.
<b>Categories of Data Subject</b>	Your officers and employees.

- 7.4 Without prejudice to the generality of clause 7.2, you will ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us for the duration and purposes of the Contract.
- 7.5 Without prejudice to the generality of clause 7.2, we shall, in relation to any Personal Data processed in connection with the performance by us of our obligations under the Contract:

- (a) process that Personal Data only on your documented written instructions unless we are required by applicable law to otherwise process that Personal Data. Where we are relying on applicable law as the basis for processing Personal Data, we shall promptly notify you of this before performing the processing required by applicable law unless such applicable law prohibits us from so notifying you;
- (b) ensure that we have in place appropriate technical and organisational measures, reviewed and approved by you, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, 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 Personal Data, ensuring confidentiality, integrity, availability and resilience of our systems and services, ensuring that availability of and access to 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 it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the EEA unless your prior written consent has been obtained and the following conditions are fulfilled:
  - (i) either you or us have provided appropriate safeguards in relation to the transfer;
  - (ii) the data subject has enforceable rights and effective legal remedies;
  - (iii) we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) we comply with reasonable instructions notified to us in advance by you with respect to the processing of the Personal Data;
- (e) assist you, at your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify you without undue delay on becoming aware of a Personal Data Breach;
- (g) at your written direction, delete or return Personal Data and copies thereof to you on termination of the Contract unless required by applicable law to store the Personal Data; and
- (h) maintain complete and accurate records and information to demonstrate our compliance with this clause 7.

7.6 We shall appoint or change any sub-processors with your general authorisation. We confirm that:

- (a) we shall impose on all sub-processors the same data protection obligations as set out in this clause 7; and
- (b) it shall remain fully liable for the actions of its sub-processors at all times.

**8. LIMITATION OF LIABILITY**

- 8.1 Our App provides payers with a platform which facilitates safe, flexible and fast bill payments to their payees. Our Services do not include payment initiation services which will be managed by Moneyhub.
- 8.2 Notwithstanding the above, our Services do not guarantee that payments from your customers will be faster, nor do they ensure that you will receive payment at all.
- 8.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence; and
  - (b) fraud or fraudulent misrepresentation.
- 8.4 Subject to clause 8.3, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of use or corruption of software, data or information;
  - (f) loss of or damage to goodwill; and
  - (g) any indirect or consequential loss.
- 8.5 Subject to clause 8.3, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the total Charges paid under the Contract in the 6 months prior to the liability arising.
- 8.6 The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 8.7 This clause 8 will survive termination of the Contract.

**9. CONFIDENTIALITY**

- 9.1 We each undertake that we will not at any time disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 9.2.
- 9.2 We each may disclose the other's confidential information:
- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 9; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

## 10. **TERMINATION**

10.1 Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

- (a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 15 days of you being notified in writing to do so;
- (b) you fail to pay any amount due under the Contract on the due date for payment;
- (c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business;
- (d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or
- (e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

10.2 If you wish to terminate the Contract and close your account with us, you can do so by providing us (and your payers) with not less than 30 days' written notice of termination. On expiry of your notice, we shall cease to provide the Services to you.

10.3 Termination of the Contract will not affect your or our rights and remedies that have accrued as at termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## 11. **EVENTS OUTSIDE OUR CONTROL**

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

11.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

## 12. **COMMUNICATIONS BETWEEN US**

12.1 When we refer to "in writing" in these Terms, this includes email.

- 12.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.
- 12.3 A notice or other communication is deemed to have been received:
- (a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
  - (c) if sent by email, at 9.00 am the next working day after transmission.
- 12.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 12.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.
13. **GENERAL**
- 13.1 **Intellectual Property.** All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by you) will be owned by us.
- 13.2 **Assignment and transfer**
- (a) We may assign or transfer our rights and obligations under the Contract to another entity.
  - (b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.
- 13.3 **Variation.** We may amend these Terms from time to time on 30 days' prior notice to you.
- 13.4 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.
- 13.5 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 13.6 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.
- 13.7 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.