Payment Processing Agreement

1. **AGREEMENT DETAILS**

This agreement is made up of the following:

1. the Charges Table

2. these terms and conditions

3. the Licence Agreement

If there is any conflict or ambiguity between the terms of the documents listed above, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

Your acceptance of the Charges Tables and request to use the services shall be deemed to be your acceptance of these terms and conditions.

2. **INTERPRETATION**

2.1   The definitions and rules of interpretation in this clause apply in this agreement.

Chargeback	means either:
	a transaction reversal meant to serve as a form of consumer protection from fraudulent activity committed by both merchants and individuals; or
	a demand by a credit-card provider for a retailer to make good the loss on a fraudulent or disputed transaction.
Charges Table	means the schedule of transaction charges payable by you to us for using the payment service.
Licence Agreement	means the licence agreement made between you and us setting the terms upon which you licence the use of our communications platform for an agreed fee.
Organisation	has the meaning given in the Licence Agreement.
ParentMail	has the meaning given in the Licence Agreement.
Transaction Charges	means the relevant amounts set out in the Charges Table.
User	an end user of the software platform.

2.2   Unless specifically stated otherwise in the agreement the terms "we", "us", "our" or "ourselves" means ParentMail and a reference to "you", "your" or "yourself" means the Organisation.

3. **USE OF PAYMENT CARD DATA**

3.1   You understand that recording or storing of any card and or payment account details is prohibited.

3.2   You hereby warrant to us that you shall only ever use card or account details as strictly permitted by law and under any mandatory codes of practice.

3.3   You hereby covenant to hold ParentMail harmless, on a full indemnity basis, against any fines or loss it suffers arising as a result of your non-compliance, or alleged non-compliance of this clause 3.

3.4   There may be circumstances when a third party forensic investigator may be required to identify data compromises. In such circumstances you will be responsible for bearing all costs (whether direct and indirect) relating to any investigation and any subsequent charges, penalties and fines and cooperate at your sole expense with any request (whether by us or an organisation in connection with transaction information security).

4. **TRANSACTION CHARGES**

4.1   ParentMail, in consideration of the services to be provided under these terms and conditions and the Licence Agreement, shall charge the Transaction Charges to you. The Transaction Charges shall be collected directly from the User payments prior to settlement to your bank account in accordance with clause 10 of the Licence Agreement.

4.2   ParentMail may only vary your Transaction Charges from time to time in accordance with Licence Agreement or as otherwise agreed in writing.

4.3   All charges and all other payments to be made by you are, unless otherwise stated, exclusive of VAT and any other relevant taxes.

4.4   If any type of overpayment to you or other error occurs, you hereby authorise either ParentMail to debit or credit your account accordingly. If your account does not contain sufficient funds, you agree to remit the amount owed directly to ParentMail within three (3) working days of demand. You agree not to, directly or indirectly, prevent, block or otherwise preclude any debit by ParentMail, your financial institution to your bank account which is permitted hereunder.

5. **CREDITS AND DEBITS**

5.1   Payment credits will be made at such frequency as previously agreed in writing between us.

5.2   Payments into your nominated bank account will be made Monday to Friday excluding public holidays, summer holiday periods will default to once a week.

5.3   In order for you to receive payment balances you must maintain a bank account with a financial institution acceptable to us for the purpose of receiving payments due from ParentMail. We shall be entitled to debit from that account any sums payable by you to ParentMail and you hereby covenant that you shall maintain with your financial institution an instruction to such effect.

5.4   You shall provide ParentMail with at least one month's prior notice in writing if you intend to change the account referred to above or any substitute account. Any account change is subject to our approval. If you change your nominated bank account to another financial institution, we may require you to authorise or validate the new financial institution.

5.5   It is your responsibility to reconcile entries on your nominated bank account(s) and to notify us of any differences or errors without any undue delay but in any event within three (3) months of the date of the transaction. To the extent permitted by law in no event will we be liable for any failure to make a payment transaction which is not reported in writing to ParentMail within three (3) months of such failure.

5.6   You expressly waive any such claim that is not brought within the time periods stated herein.

6. **ALL TRANSACTIONS**

6.1 You must not undertake transactions for anything other than the genuine purchase of goods and services you supply.

6.2 You warrant and represent to us that you will fulfil all of your obligations to the User or purchaser to the highest standards in respect of the goods and services provided by you and will resolve any customer dispute or complaint promptly and directly with them.

6.3 Users make their payments from within their secure account in the ParentMail system and can only pay for items created by you. You are responsible for ensuring;

6.3.1 You and your suppliers are able to provide the goods/services offered to Users.

6.3.2 You agree to supply any physical goods within a reasonable timeframe and will advise Users as accurately as possible of expected delivery timescales.

6.3.3 You understand that authorisation of a transaction does not guarantee funds 100%.

7. **REFUNDS**

7.1 It is acknowledged and understood that a refund can only be processed against a sale you have previously undertaken through our system. Refund transactions can only be made via the ParentMail system and will be made against the original payment method and are subject to Transaction Charges.

8. **YOUR OBLIGATIONS**

8.1 You warrant and represent to us that you are legally entitled to supply all goods and services you request and accept payment for.

8.2 You warrant to us that you shall not advertise or attempt to sell any product or provide any services that is or are illegal.

8.3 You shall perform your obligations under this agreement with all due care, skill and diligence and at your own expense.

8.4 It is your responsibility to provide Users with support and service for the products and services that you provide. ParentMail can only provide support to you to assist due to not being able to validate User identity and to such extent as we are legally entitled to do so, taking into account data protection legislation.

8.5 You must fully participate with any investigation required relating to any processing issues you or your Users may have, whether identified by us, yourself or other parties, and resolve the issues that are within your responsibility within the requested timeframe.

9. **CHARGEBACKS**

9.1 In certain circumstances Users can request payment processors reverse a previously processed transaction. In the event we receive a returned transaction Chargeback we may contact you to discuss and may challenge the Chargeback request on your behalf should it be deemed appropriate and correct to do so.

9.1.1 If as a result of this challenge the Chargeback is overturned there will be no further action.

9.1.2 If as a result of the challenge the Chargeback is upheld the full amount of the Chargeback will be deducted from your account in order to cover the deduction made to us for the original transaction and the Chargeback fee may be applied as set out in the Charges Table.

9.2 Should we believe (acting reasonably) it will become liable to future Chargebacks in respect of your accounts, ParentMail shall immediately be entitled to withhold future settlements in order to offset these Chargebacks.

9.3 You acknowledge that you are solely responsible for promptly providing us with any available information in respect of a Chargeback and that, regardless of any information you provide or do not provide, you shall be solely responsible for the liability related to any Chargebacks.

9.4 If any such Chargeback amount is uncollectible through withholding from payments due, you shall, upon demand pay us the full amount of the Chargeback.

9.5 The rights of ParentMail under this clause will not be affected by any arrangement entered into between you and the cardholder.

10. MANDATORY CHANGES

In the event that mandatory changes are imposed on us, including (but not limited to) as required for fraud prevention measures or card verification requirements, we may be required to vary this agreement to such an extent as required to comply with any new obligations, and the provisions of clause 5.4 of the Licence Agreement shall apply.

11. CONSTITUTIONAL DOCUMENTS, ACCOUNTS AND CREDIT SEARCH

11.1 You shall, if we so request, provide a copy of your audited accounts, trust deeds or any other such documentation as we may require (acting reasonably).

11.2 You hereby authorise us to carry out any credit search on the owner(s), officers, shareholders, partners or proprietors of your Organisation as we may deem appropriate (acting reasonably) in order to ascertain the financial risk and suitability of offering payment services to you.

11.3 We may, at any time, require you to provide additional security in such form as we may, at our discretion, determine. This security will not be released until ParentMail deems that your obligations have been fulfilled and our exposure with regards to Chargebacks, fines or other sums that may be due to us under the agreement have elapsed.

12. ENDING THE AGREEMENT

12.1 The provision of clause 14 of the Licence Agreement shall apply to this agreement as if it was set out in this agreement, with such consequential amendments as is required to ensure this agreement works.

12.2 A breach of this agreement is automatically deemed a material breach.

12.3 For the avoidance of doubt, in the event the Licence Agreement terminates, this agreement shall automatically terminate.

12.4 The termination of the agreement will not affect any actual or contingent liabilities or claims of any party which accrue before the agreement ends including, but not limited to, any liability on your part in respect of Chargebacks or any other amounts due hereunder (even if such Chargebacks or amounts come in after termination). You must pay us all amounts owed by you under the agreement and an acceptable nominated bank account with a financial institution must remain available for debiting such amounts for at least thirteen (13) months after the last transaction was processed and an appropriate Direct Debit must remain in place for that period.

13. INDEMNITY

13.1 You shall indemnify us and hold us harmless against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us in connection with any actual or alleged infringement of this agreement or any investigations into transactions which are shown

to involve fraudulent or criminal activity on your behalf or a breach of the agreement by you, together with any reasonable action we may take as a result of or during the course of such investigations

13.2   This clause 13 shall survive termination of this agreement.

14. MISCELLANEOUS

The provisions of the Licence Agreement shall be deemed apply to this agreement as if it was set out in this agreement, with such consequential amendments as is required to ensure this agreement works.