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# MERCHANT PORTAL TERMS AND CONDITIONS

September 2020

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**LLOYDS BANK**

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CARDNET

These “**Terms of Use**” set out the terms and conditions governing your use of the Portal. By using the Portal, you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, please do not access the Portal.

The Portal is published and provided by Lloyds Bank plc whose registered office is at 25 Gresham Street, London, EC2V 7ED, and with company number 00002065 (“Lloyds”, “We”, “Us” or “Our”). Lloyds is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 119278.

1. In these Terms of Use:

- (a) “**Account Details**” means any or all of your user name, password and any other identifying information used by or assigned to you for the purposes of accessing and using the Portal;
- (b) “**Affiliates**” means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
- (c) “**Applicable Law**” means:
  - any statute, regulation, by-law, ordinance, or subordinate legislation in force from time to time;
  - the common law and the law of equity;
  - any binding court order, judgment or decree;
  - any applicable industry code, guidelines, policy or standard including but not limited to the FCA Handbook; and
  - any applicable guidance, direction, policy, rule or order that is given by any Government or Regulatory Body, in any jurisdiction applicable to these Terms of Use;
- (d) “**Authorised User**” means any employee or other person working for you who you have granted access to the Portal in accordance with section 7 below;
- (e) “**Card Scheme**” means Visa International, Mastercard International, Diners, Japanese Credit Bureau and any other card scheme we approve from time to time in accordance with your Merchant Agreement;
- (f) “**Card Scheme Rules**” means the rules and operating instructions issued by particular Card Schemes from time to time;
- (g) “**Government Body**” means any foreign, national, international, regional, federal, state or local or other governmental authority or regulatory body including the European Union and/or any court, agency, authority or similar body;
- (h) “**Insolvency Event**” occurs in respect of you in the event:
  - (i) proceedings are commenced or a petition is presented or an order is made or an effective resolution is passed for the winding up against you or you are or become insolvent or stop or threaten to stop payment of your debts generally or are deemed unable to pay such debts (whether within the meaning of Section 123 of the Insolvency Act 1986 or otherwise) or (being a natural person) are deemed unable to pay your debts or as having no reasonable prospect of doing so, in either case, within the meaning of Section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply or any of your directors become

obliged to convene a meeting pursuant to Section 656 of the Companies Act 2006 or an application is made in connection with a moratorium or a proposal to creditors for a voluntary arrangement is made by you or you take any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of your indebtedness;

- (ii) a receiver, administrator or similar official is appointed of any of your assets or undertaking; or an administration application is presented or made for the making of an administration order in relation to you; or a notice of intention to appoint an administrator under Schedule B1 to the Insolvency Act 1986 is issued by your or your directors or by the holder of a qualifying floating charge (as defined in such Schedule); or a notice of appointment of an administrator is filed by any person with the court in relation to you;
  - (iii) the appointment of a liquidator in respect of you (including the presentation of a winding up petition, the convening of a meeting of members or creditors for this purpose, or any resolution being passed to appoint a liquidator in respect of you;
  - (iv) you are unable or admit inability to pay debts as they fall due (or you are deemed or declared to be unable to pay debts under applicable law) or the value of your assets is less than its liabilities (taking into account contingent and prospective liabilities);
  - (v) you cease or threaten to cease to carry on business; or
  - (vi) any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (i) to (v) above.
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- (i) **“Merchant”** means any entity that entered into a Merchant Agreement to receive Merchant Acquiring Services (including you);
  - (j) **“Merchant Agreement”** means a contract entered into with Lloyds trading as Cardnet for the receipt of Merchant Services, and which comprises the Cardnet Merchant Agreement, Merchant Specific Conditions and Merchant Operating Manual;
  - (k) **“Merchant Services”** means the activities performed by Lloyds and any of its sub-contractors for authorising, clearing and settling of Transactions, including any additional services that Cardnet may have agreed with you in your Merchant Agreement;
  - (l) **“Portal”** means the online system made available by us that enables your access to and use of the Portal Services via the internet, mobile or other application and/or other online communication services;
  - (m) **“Portal Services”** means the services which we may make available to you from time to time and at our discretion through the Portal which may include without limitation: (i) accessing

information in relation to your Merchant Services; (ii) managing certain aspects of your Merchant Services and/or your relationship with us; (iii) sending or receiving certain communications to or from us; and/or (v) such other services as we may make available to you from time to time;

- (n) **“Transaction”** means any payment transaction between you and any of your customers that is made by a payment card or in any other payment method in connection with an agreement for the supply of goods and/or services by you; and
- (o) **“you”, or “your”** means the Merchant who has entered into a Merchant Agreement and has registered for use of the Portal, and where appropriate includes any Authorised User granted access to use the Portal on your behalf in accordance with Section 7.

2. In these Terms of Use:

- (i). (unless it is clear from the words in the clause that we do not mean this) if we refer to one gender we are also referring to all genders and if we refer to the singular or plural we are also respectively referring to the plural or singular;
- (ii). the word “including” means “including, without limitation”, and the word “include(s)” means “include(s), without limitation”;
- (iii). reference to a clause is to a clause in these Terms of Use;
- (iv). in the event of any inconsistency between any provision in these Terms of Use and any provision in the Merchant Agreement, the provision in these Terms of Use shall prevail but only in respect of the Portal; and
- (v). where Lloyds approval, consent or authority is required, we may exercise that approval or consent right subject to any applicable Card Scheme, legal or regulatory requirements.

3. The Portal is offered to existing Merchants of Lloyds only, subject to these Terms of Use. You must have a valid Merchant Agreement in place with Lloyds to use the Portal. In the event of the expiry or termination of your Merchant Agreement for any reason, your right (and the right of any of your Authorised Users) to access or use the Portal shall immediately cease, unless otherwise agreed by us.

4. The Portal may allow you to access information on and manage certain aspects of the Merchant Services. To the extent we make this functionality available to you, your access to such information and management of the Merchant Services shall be governed by these Terms of Use and your Merchant Agreement.

5. We may, from time to time, introduce new online services and information as part of the Portal. Access to such new services shall be subject to these Terms of Use and your Merchant Agreement.

6. You must register an account to use the Portal. As part of the registration process, you will be required to choose or be assigned certain Account Details. You must keep your Account Details confidential and must not disclose this information to any third party (other than any Authorised User). You must immediately log out from the Portal when not using it. If you know or suspect that anyone other than you knows or has access to your Account Details, you must promptly

notify us. You shall be responsible for all actions that are taken using your account or Account Details to the maximum extent permitted by law.

7. If you use the Portal, you can grant employees or other people working for you access to the Portal (each such person shall be referred to as an “**Authorised User**”). You are responsible for all acts and omissions of Authorised Users and for ensuring that all Authorised Users comply with these Terms of Use at all times.
8. You shall remain responsible for all actions and omissions of the Authorised Users and shall ensure that each Authorised User has read, understood, and complies with these Terms of Use.
9. You will make sure that all information, instructions or authorisations which are given to us by you, or any of your Authorised Users, through the Portal are clear, accurate, and complete at all times. We shall not have any liability to you for any actions taken (or not taken) as a result of any inaccurate, incomplete, or defective information, instructions or authorisations.
10. We have the right to disable or suspend any Account Details, or your access to the Portal at any time, if: (i) in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use or your Merchant Agreement; (ii) we suspect that an unauthorised user has gained access to your account or Account Details; or (iii) the security of your user account and/or the Portal has otherwise been compromised.
11. We do not guarantee that the Portal, or any content or functionality on it, will always be available or be uninterrupted. We may suspend, withdraw, or restrict the availability of all or any part of the Portal without liability to you.
12. Although we will make reasonable efforts to update the information on the Portal, we make no representations, warranties or guarantees, whether express or implied, that its content is accurate, complete or up to date nor that the information provided on the Portal can be adapted to address your information needs. In particular, the Portal offers you information about Transactions and other relevant actions that have been or are waiting to be processed under your Merchant Agreement. Information in relation to Transactions or other relevant actions may not always be immediately visible in the Portal. Some delay may occur between when Transactions or other relevant actions are processed and when the corresponding information is shown on the Portal. You acknowledge that any information shown on the Portal may be adjusted at any time.
13. Whilst reasonable effort will be made to ensure the portal is free of viruses or bugs or interference from third parties we cannot guarantee this, or that your use of the Portal will be private and confidential.
14. Accordingly, your use of any information made available via the Portal shall be entirely at your own risk. We are not liable for any inconvenience or delay caused to you when accessing the information on the Portal nor any damages (whether financial or otherwise) arising as a result of any reliance placed upon any information or advice accessed on the Portal.

15. We reserve the right to introduce fees and charges for certain specified functionality within the Portal (“**Portal Fees**”). Any such Portal Fees, and the terms on which the Portal Fees shall be payable by you, shall be specified in your Merchant Agreement, or otherwise agreed in writing. Unless otherwise stated, all Portal Fees to be paid by you are exclusive of VAT and any other relevant taxes (if any) and in addition to paying such sums you will be responsible for paying any applicable VAT or other taxes.
16. To the maximum extent permitted by law, and notwithstanding anything to the contrary in these Terms of Use, Lloyds and its Affiliates hereby expressly exclude:
  - (a) all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
  - (b) liability for direct, indirect or consequential loss or damage incurred in connection with the use of the Portal or in connection with the use, inability to use, or results of the use of the Portal, any websites linked to it and/or any materials posted on it, including any liability for:
    - (i) loss of income or revenue; (ii) loss of business; (iii) loss of profits; (iv) loss of anticipated savings; (v) loss of data; (vi) loss of goodwill; (vii) wasted management or office time; and/or (viii) for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This section does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation nor any other liability which cannot be excluded or limited under Applicable Law.

17. The terms in your Merchant Agreement governing Lloyds’ liability shall control any liability of Lloyds and its Affiliates which arises in relation to the Merchant Portal.
18. You agree to indemnify and hold Lloyds and its Affiliates, and their employees, officers and directors, harmless from and against any claims, liabilities, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms of Use by you (or any of your Authorised Users) or any negligence or wilful misconduct with respect to your use of the Portal.
19. You hereby warrant and represent to us that you have full power and authority to enter into, and perform your obligations under, these Terms of Use, that the provisions of these Terms of Use shall constitute legal, valid and binding obligations on you, and your entry into these Terms of Use shall not violate any prior agreement to which you are a party.
20. You may use the Portal only for lawful purposes. You may not use the Portal:
  - (a) in any way that breaches Applicable Laws;
  - (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - (c) for the purpose of harming or attempting to harm any third party;
  - (d) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); and/or
  - (e) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful

programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

21. You also agree:
  - (a) not to reproduce, reverse engineer, duplicate, copy or re-sell any part of the Portal; and/or
  - (b) not to access without authority, interfere with, damage or disrupt: (i) any part of the Portal; (ii) any equipment or network through which the Portal is stored or provided; (iii) any software used in the provision of the Portal; or (iv) any equipment or network or software owned or used by any third party.
22. You are responsible for configuring your information technology, computer programmes and platform to access the Portal and for ensuring that they remain up to date and secure, including the use of appropriate anti-virus protection software and firewalls. You shall also comply with any additional security requirements that we may notify you of from time to time.
23. You and your Authorised Users understand that any personal information you provide to us will be processed for the purposes of the Portal Services. Further details on how we use personal information is available at <https://lloydsbankcardnet.com/privacy>.
24. We may update and change the functionality and services available through the Portal from time to time. We also reserves the right to modify these Terms of Use at any time. Please check these Terms of Use each time you use the Portal to ensure you understand the terms that apply at that time.
25. We are the licensee of all intellectual property and other rights relating to the content and the layout of the Portal. All such works are protected by copyright and other intellectual property laws. Publication of the Portal in no way implies approval or permission for any or all of the Portal to be reproduced or published.
26. Hyperlinks to the Portal may only be placed by you after approval by us and must be implemented in such a fashion that it is always clear that it is being provided by us. You must not create the impression that the Portal is being provided by a third party.
27. We may immediately and without notice suspend or terminate your access to the Portal and may withdraw any Portal Services in the event that:
  - (a) you are in material breach of these Terms of Use;
  - (b) you are in breach of your Merchant Agreement which results in suspension or termination of your Merchant Agreement
  - (c) an Insolvency Event occurs in relation to you;
  - (d) any event or circumstance becomes known to us which, in our sole opinion, gives rise to fraud or suspicion of fraud or other criminal activity, or causes or may cause us to be in breach of any Applicable Laws or Card Scheme Rules, or jeopardises or may jeopardise the integrity or security of the Portal and/or the reputation of Lloyds;
  - (e) if we are required to do so by any Card Scheme, Regulatory or Government Body, or in order to comply with our obligations under the Card Scheme Rules or any Applicable Law; or

- (f) if we suspect that an unauthorised user has gained access to your user account or Account Details or the security of your user account and/or the Portal has otherwise been compromised.
- 28. If you are comprised of more than one person then your liability under these Terms of Use shall be joint and several. If you are a partnership then any act or omission of any one partner shall be deemed to be an act or omission of all the partners.
- 29. No failure to exercise or delay by us in exercising any right, power or remedy provided by law or under these Terms of Use shall impair the same or be construed as a waiver or release of that right unless otherwise expressly agreed in writing.
- 30. If any provision of these Terms of Use is held to be invalid or unenforceable, then such provision shall be given no effect and shall be deemed not to be included in these Terms of Use but without invalidating any of the remaining provisions of these Terms of Use.
- 31. If you have any questions regarding these Terms of Use and/or the content of the Portal, please contact us on 01268 567100. Telephone lines are open from 8am – 9pm Monday to Friday (times may be subject to change without notice).
- 32. These Terms of Use, their subject matter and their formation are governed by the laws of England and Wales. You agree that the courts of the England shall have exclusive jurisdiction to hear any disputes which may arise in relation to these Terms of Use and/or your use of this Portal.