

terms and conditions for use of payment acceptance online services

Terms and Conditions

These conditions set out the terms and conditions relating to the use of Barclaycard Payment Acceptance Online Services (the "**Online Services**") via this internet based web portal, within which the Online Services can be undertaken (the "**Portal**").

These conditions supplement and form part of the Merchant Agreement and any defined terms in these conditions have the same meaning as is set out in the Merchant Agreement.

In these conditions "**we**", "**us**" and "**our**" refers to Barclays Bank PLC and "**you**", and "**your**" refers to the person, people or organisation who is our customer for the acquisition of payments made by the use of payment cards at merchants. An "**Authorised User**" is an employee nominated by you to access the Portal on your behalf.

Please note that all Barclaycard products and services are subject to separate conditions which govern their use.

We may change these conditions at any time without notice.

Use of the Portal

You may use the Portal for the following purposes only ("**Permitted Purposes**"):

- view Barclaycard Payment Acceptance statement data online;
- download statement data from the Portal as a CVS file.

Access to the Portal and the Online Services shall be restricted to Authorised Users who have registered their contact details and security details, together with your Merchant account details (together the "**Security Information**"), to access the Online Services expressly on your instructions and behalf. You must ensure that the Security Information is kept confidential and only revealed to the Authorised User and such of your senior officers as is required in accordance with your internal security protocols. You shall indemnify us against any loss, damage, cost or expenditure suffered or incurred by us resulting from the failure by you and the failure of Authorised Users to keep the Security Information confidential. You are responsible for keeping us informed of any changes to your Authorised Users or the Authorised User's contact details. If you determine that any Authorised User should no longer have access to the Portal on your behalf, you must immediately notify us by calling our Online Services Support Team on 0844 822 2040*, whereupon the retiring Authorised User's security details will be blocked.

You acknowledge that each Authorised User is for the purposes of these conditions your agent and any actions of any Authorised User shall be deemed to be ratified by you as your actions. Accordingly, you shall be liable to us in respect of any loss, costs, damages or expense suffered or incurred by us arising from or in connection with any act or omissions of an Authorised User.

We may in our sole discretion terminate or suspend you, or any Authorised User's access to or use of the Portal for any reason, including without limitation where we believe you, or any Authorised User have not acted in accordance with these conditions.

Paperless Statements

If at any time you elect to stop receiving paper statements, the following conditions will apply:

- you are responsible for checking your online account whether or not you receive a monthly reminder. You must make at least your minimum payment of your merchant services charges by the payment due date on your online statement each month;
- please note that we will continue to communicate with you in paper form from time to time, for example, when we need to sent you any notices or other official communications. Therefore, it is important that you still keep us updated with any changes to your contact details.

Copyright

The entire design and content of the Portal is the copyright of Barclays Bank PLC and all rights are reserved. The information on it is for use by your business for the Permitted Purposes only. Other than for the Permitted Purposes, you may not download, reproduce, transmit or modify any part of the Portal without our prior written permission. You may only print out parts of this Portal for your own business use. All trade marks, including the Barclaycard and the Barclaycard logo marks, brand and trade names, logos and designs used on the Portal are the intellectual property of Barclays Bank PLC.

Third Party Products and Services

The Portal may also contain some material provided by third parties and we accept no responsibility or liability for the accuracy of that material.

Where we provide links or refer to other people's sites we are not endorsing their products or services. Your use of these links is entirely at your own risk and we accept no responsibility or liability for the content, use or availability of these sites or for any loss or damage, however arising, suffered as a result of their use. We have not verified the truth or accuracy, and give no guarantees regarding, the correctness of the content of such websites.

You may not link any other website to the Portal or provide a link from the Portal to another website without obtaining our prior written consent.

No Warranty

We have taken all reasonable care to ensure that the information provided on the Portal is accurate. However, we give no warranties or undertakings, of any kind, express or implied, as to its accuracy, timeliness or completeness.

Opinions and any other contents on the Portal are provided by us for personal use and informational purposes only and are subject to change without notice.

Nothing contained on the Portal constitutes investment, legal, tax or other advice and is not to be relied on in making a decision. You should obtain relevant and specific professional advice before making any decision.

No Liability

We will not be liable for any damages or any direct or indirect loss of any kind in connection with your use of, access to, or inability to use, the Portal or any failure or delay by us or our third party providers in performing our obligations. For the avoidance of doubt, this includes any direct losses, loss of profit, income or business opportunity howsoever caused together with any loss arising from any computer virus or system failure. We will not be liable to you for any failure to post or delay in posting of any Barclaycard Payment Acceptance statement data.

We may modify, withdraw or suspend the Portal or any part of it, temporarily or permanently, without notice at any time. We will not be liable to you or to any third party for any such modification, suspension or discontinuance of the Portal.

Keeping your log in details secure

It is your responsibility to ensure that you and your Authorised Users do not share, disclose or in anyway compromise your Security Information or any other user name, any membership numbers, passwords, pass codes or memorable words. Please ensure that your Authorised Users do not write details down and always take care when entering details to ensure they are not being overlooked.

If you believe that your, or any Authorised User's details have been compromised, please contact us, by calling 0844 822 2040*. Following successful identification we will be able to disable your account, upon which you may need to re-register.

Privacy Policy

Please read our Privacy Policy <http://www.barclaycardbusiness.co.uk/privacy.html> carefully before using the Portal. By "your information" we mean financial information we hold about your business as the customer, including personal information we hold about individuals involved in your business.

We will use your information to provide online statements to you with account management capability that allows you to view information of your Merchant Account.

Security

Please remember that internet communications are not secure unless the data being sent is encrypted. We cannot accept any responsibility for unauthorised access by a third party or the corruption of data sent to us.

You must comply with the requirements of the payment card industry data security standards ("**PCI DSS**") as set out in the Merchant Services Agreement and Procedure Guides in respect of any data downloaded from the Portal, and will be solely responsible for the security of such data.

Dealing With Your Complaints

We are committed to providing a high standard of service at all times. If you wish to lodge a complaint about any written communication or the service you have received, you may do so in person, in writing, by post, e-mail or telephone.

For full details of our complaint handling procedures, please see: <http://barclaycardbusiness.co.uk/complaints.html>.

Termination of Merchant Agreement

If your Merchant Agreement with us terminates for any reason, your access to the Portal will cease on the day when the account closes (the "Termination Date"). To obtain copies of any Merchant statements after the Termination Date, please call our Contact Centre on 0844 811 6666*. Statements will be available from the Contact Centre for a period of 13 months from the Termination Date.

Governing Law

English law governs these conditions and you agree that the English Courts shall have exclusive jurisdiction to determine any matter or dispute arising out of the Portal and these conditions.

The Portal is directed solely for access from the UK. If you choose to access the Portal from other locations it is your responsibility to comply with all applicable local laws.

Business Banking Code

Barclaycard subscribes to the Business Banking Code of conduct. The Code sets out the key commitments that we make to our customers. You can find out more information about the role of the Banking code Standards Board (BCSB) or obtain a copy of the Code by visiting the Banking Code Standards Board website.

The Electronic Commerce Directive

Barclays complies with the Electronic Commerce Directive.

The following applies to all transactions that are carried out with Barclays electronically.

Company name: Barclays Bank PLC

Registered office: 1 Churchill Place, London E14 5HP

Regulation authority: The Financial Services Authority (FSA)

Status Disclosure

Barclays Bank PLC is authorised and regulated by the Financial Services Authority

Registered in England number: 1026167

Find out more about the Financial Services Authority register of financial services firms.

This item can be obtained in Braille,
large print or audio by calling **0844 811 6666**.*

*Calls may be monitored or recorded in order to maintain high levels of security and quality of service.

Calls to 0800 numbers are free if made from a UK landline. For BT business customers, calls to 0844 811/822 numbers will cost no more than 5p per minute, minimum call charge 5.9p (current at October 2009).

The price on non-BT phone lines may be different.

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