



Schedule 7 – Gateway Services Terms and Conditions

This Schedule 7 was published on 6th January 2023

This **Error! Reference source not found.** applies ONLY if the Merchant uses Gateway Services, in addition to all other terms of the Agreement.

1. DESCRIPTION OF THE GATEWAY SERVICE.

- 1.1. **Use of Gateway Software and Gateway Documentation.** DNAP hereby grants to the Merchant a personal, non-exclusive and non-transferable right to use Gateway Software and Gateway Documentation in order to avail itself of the Gateway Services in relation to the Card Transactions, for the purposes expressly described in the Documentation, and for other Card Transactions which DNAP has expressly agreed to process. In the event of conflict between the Agreement and anything set out in the Documentation, the Agreement shall prevail.
- 1.2. **Restrictions.** The Merchant shall not, and shall not cause or permit any third party to:
 - 1.2.1. use the Gateway Services in any way, other than in accordance with the Agreement or as otherwise instructed by DNAP in writing;
 - 1.2.2. circumvent or attempt to circumvent any applicable security measures of any element of the Gateway Services including disassembling, decompiling, decrypting, extracting, reverse engineering or modifying the Gateway Software, or otherwise applying any procedures or process to the Gateway Software in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for the Gateway Software or any algorithm, process, procedure or other information contained in the Gateway Software;
 - 1.2.3. except as specifically authorised in accordance with the Agreement, allow to any third party access to the Gateway Services other than to the Merchant's authorised employees and contractors who are subject to a written confidentiality agreement, the terms of which are no less restrictive than the confidentiality provisions of these Conditions;
 - 1.2.4. make any copies of the Documentation, except as necessary to comply with the obligations of the Agreement; or
 - 1.2.5. remove or alter in any way whatsoever any copyright notice or acknowledgements appearing on any element of the Gateway Services save to the extent instructed and approved in writing by DNAP.
- 1.3. For the avoidance of doubt but without prejudice to any other provisions of the Conditions, the Gateway Services shall only relate to (and Merchant shall only process or accept) such Transactions (and only in the Permitted Countries and in the Currency), at such Online Outlets and using such Payment Methods and Payment System which (in each case) are expressly authorised by the applicable Acquirer from time to time.

2. GATEWAY SERVICE INTEGRATION

- 2.1. **Integration with Merchant Systems.** While DNAP provides the Gateway Services to the Merchant, the Merchant acknowledges that the Gateway Services are in themselves insufficient to allow Merchant Systems to function with the gateways provided as part of the Gateway Services. Programming, development and maintenance of the Merchant Systems and their functionality are Merchant's sole responsibility. The Merchant has the ultimate responsibility to ensure the Merchant Systems function correctly. The Merchant shall be responsible for all technical support for the Merchant Systems and integration issues on Merchant's side. Merchant will be responsible for all of Merchant's own development and implementation costs associated with such integration.
- 2.2. **Shut Downs and Suspension.** DNAP reserves the right in its absolute discretion, without prior notice, to suspend the provision of the Gateway Services for a reasonable period of time for any reason, including maintenance and/or Gateway Software upgrades.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1. All Intellectual Property Rights with respect to the Gateway Services and DNAP's names, trademarks and brands, whether now existing or in the future, are reserved to DNAP and its licensor(s) (as may be the case).
- 3.2. The Merchant will promptly notify DNAP of any infringement or threatened infringement or of any challenges to validity or ownership of any Intellectual Property Rights or other rights belonging to DNAP which the Merchant becomes aware and the Merchant will provide reasonable assistance to us, at our reasonable expense, in connection therewith.

4. LEGAL RESPONSIBILITY

- 4.1. The Merchant acknowledge that neither DNAP nor any of its subcontractors or partners underwrites or agrees to compensate the Merchant or any third party (including Merchant's customers) for the value of any Card Transaction (or Data) as a result of any failure or delay in processing of any such Card Transaction pursuant to or in connection with the Agreement. Merchant's sole remedy for such failure or delay shall be for DNAP to use commercially reasonable endeavours to complete processing of the relevant Transaction as soon as practicable after receipt of notification from Merchant of the relevant failure or delay.
- 4.2. The provision of Gateway Services by DNAP does not give rise to additional or separate liability for the Authorisation or non-Authorisation of Card Transactions, Chargebacks or any other losses incurred by the Merchant.
- 4.3. The Merchant acknowledges and accepts that DNAP will only be able to provide the Gateway Services to the Merchant if the Merchant properly collects and delivers relevant data (including, if applicable, Card Transaction Data) to DNAP in accordance with the Gateway



Documentation or as otherwise advised by DNAP.

4.4. The Merchant acknowledges and accepts that neither DNAP nor its subcontractors and partners shall have any liability whatsoever or howsoever to the Merchant in relation to any data submitted by the Merchant or the results of the Gateway Services, including any Authorisation request sought on Merchant's behalf.

4.5. The Merchant acknowledges and accepts that DNAP does not in any way guarantee the valid or non- fraudulent use of any Payment Method for the purchase of goods or services or of any of the Gateway Services by Merchant's customers. Fraudulent or invalid use of a Payment Method cannot be exhaustively checked for and DNAP expressly excludes any liability for invalid or fraudulent use of any payment method or any of the Gateway Services, to the maximum extent permitted by Applicable Laws.

5. **INDEMNIFICATION**

5.1. The Merchant shall indemnify the Indemnified Parties and hold them harmless from and against any and all Losses arising out of or in connection with any representations made to a Cardholder concerning the Gateway Services, including any communications made to a Cardholder about the availability or non-availability of funds in its account.