

1. Terms and Conditions

1.1 These are the terms and conditions (the "Licence Agreement") under which Bottomline Payment Services Limited ("Company") licenses access to and use of its PTX eMandates Subscription Service ("Service"), for evaluation purposes only, to the organisation that you represent and warrant that you have the legal authority to bind ("Licensee"), under the Licence Agreement for use by Licensee staff only within its organisation.

2. Licence to use the Services

2.1 Company hereby grants to Licensee a non-exclusive, non-transferable and limited licence to use the Service for evaluation purposes only, subject to this Licence Agreement and limited in time to whichever of the following dates occurs first: a) the date falling **ninety (90)** days from the date Licensee receives access credentials to the Service; or b) the date on which the Licensee enters into a separate PTX eMandates subscription contract for production use of the Service with the Company ("Production Agreement").

2.2 Company warrants that it has all necessary rights and licences to grant this licence to the Licensee.

2.3 Company is not transferring any rights of ownership, copyright or other intellectual property in the Service to Licensee.

3. Licence Parameters

3.1 the Service will:

- a) permit collection of funds from Licensee's end payers by direct debit;
- b) use a 'shared SUN' model where the Licensee's name will not appear on the Bank statement, all collections will be in the name of "DirectDebit.com";
- c) will not permit a settlement account to be configured to allow the Licensee to withdraw funds collected from its end payers.

3.2 The Company will charge the licensee for all transactions made for the duration of this License Agreement at the rate agreed when the Licensee enters into a Production Agreement.

3.3 The Service is supplied to Licensee 'AS IS' and without charge. All warranties, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for particular purpose, or of error-free and uninterrupted use are hereby superseded, excluded and disclaimed to the fullest extent permissible in law.

3.4 Company will provide reasonable telephone support to Licensee to assist only in the on-boarding to the Service, which is available UK time 08:30-17:00 Mon to Friday (excluding UK Public holidays) on 0344 8266 713; and will not provide any other form of support and maintenance for the Service.

3.5 Company will not be liable to Licensee or to any third party for any direct loss of profits, goodwill, business interruption, or any type of special, indirect, consequential or incidental loss or damages (including loss or damage suffered by the Licensee as a result of any action brought by a third party (including, but not limited to, a Licensee end payer) even if the Company has been advised of the possibility of such damages, relating to the Software in any way, or for inability to use the Software for any reason.

4 Termination

4.1 This Licence Agreement will terminate on the date falling **ninety (90)** days from the date Licensee receives access credentials to the Service; or b) the date on which the Licensee enters into a Production Agreement.

4.2 Company reserves the right to terminate this Licence Agreement earlier in writing with immediate effect at any time, should the Licensee fail to meet the Company's then current underwriting criteria, risk appetite or other due diligence.

4.3 Should the Licensee not enter into a Production Agreement, or the evaluation be otherwise terminated for any reason then any funds collected from its end payers shall be returned to such end payers in full and the Licensee's account with the Company closed down unless otherwise agreed in writing.

5. Third Party IP Indemnity

5.1 In the event of any claim against Licensee to the effect that the Service infringes the right of any third party, Licensee shall promptly inform Company of the claim and give Company all related information, reasonable assistance and sole authority to defend or settle the claim, provided that such claim does not arise from Licensee's breach of this licence, Company will indemnify Licensee against any damages or costs arising from such claim.

5.2 If the Service should become the subject of any claim, or if a court judgment is made that: a) the Service does infringe; or, b) if use of the Service is restricted in any way, then Company may withdraw the Service from use and this Licence Agreement shall terminate immediately, in which case Licensee acknowledges that it shall have no claim or further rights hereunder to access or use the Service.

5.3 This clause 4 states Licensee's entire remedy in respect of any intellectual property right infringement by the Service..



6. Restrictions on use of the Software

6.1 Other than as provided for in this Licence Agreement, Licensee agrees that: a) it and its staff will keep its logon and passwords used to access the Service confidential; and b) it will not make the Service available to any third party for any reason.

6.2 Licensee agrees that it has accepted the use of this Software solely on the basis of this Licence Agreement, recognising that Company must limit and exclude its liability to the extent legally possible.

6.3 Licensee also agrees that it will indemnify Company and hold it free from any loss, damage, claim, fine or expense as a result of unauthorised access to or any use or misuse of the Service as a consequence of Licensee's breach of any provision of this Licence Agreement.

7. Governing Law and Jurisdiction

This Licence Agreement is governed by and construed according to English law and shall be subject to the exclusive jurisdiction of the English courts.

8. Data Protection and Processing

The Company will process all data, including Personal Data, in accordance with its then current GDPR Privacy Terms published at <https://www.bottomline.com/uk/privacy/current-gdpr-data-privacy-terms>, the currently published version of which is deemed incorporated into this Agreement.

9. Subscription Tier Pricing

Subject to Clause 4.2 The Company shall make available to the Licensee a Production Agreement on the following commercial terms:

	Initial	Enhanced
Transaction Charge	£0.50	£0.40
Monthly Fee	n/a	£50/month
Product parameters		
Customer's own SUN	No	Yes
Per Item Limit	£300	£1000
Collection Dates	Monthly	Weekly
Indemnity Claim processing fee	£20	£20
Recurring Payments	Yes	Yes
Ad-Hoc Payments	No	Yes
Support	e-Ticket	e-Ticket & Telephone
Bulk Change available	No	Yes

A specific quote & Production Agreement can also be provided to the Licensee for any requirements that fall outside of these tiers.