

## Website Terms and Conditions

First Payment Merchant Services Limited Means First Payment Merchant Services and/or any of its subsidiaries or affiliates.

By using this website, you agree to our terms of use as set out below. Please read the terms carefully before you start to use our site. If you do not agree to these terms of use, you must not use our site.

### **Changes to these terms**

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes as they will be binding on you.

We are committed to making our site more accessible and support the [Web Accessibility Initiative](#) (WAI). Our product directory has been designed to meet the WAI recommendations.

### **Exclusion of liability**

These 'Exclusion of Liability' provisions should be read carefully as they exclude or limit our legal liability in connection with your use of this website. Nothing in these terms and conditions and in particular within the 'Exclusion of Liability' clauses shall attempt to exclude liability that is not permissible under applicable law, including without limitation, for death or personal injury, or for fraudulent misrepresentation.

Nothing in these terms and conditions shall exclude or limit or restrict our duties and liabilities to you under the Financial Services and Markets Act 2000, or any conduct of business rules which we are bound to comply with.

While we have taken all reasonable steps to ensure the accuracy and completeness of the content of the website, we exclude any warranties, undertakings or representations (either express or implied) to the full extent permitted under applicable law, that the website or (including without limitation) all or any part of the content or materials, accuracy, availability or completeness of the content of the website or any part of the content or materials are appropriate or available for use in any jurisdiction where we provide our services. If you use this website from other jurisdictions, you are responsible for compliance with applicable local laws.

We accept no liability (including without limitation) in either contract, tort, negligence, statutory duty or otherwise (to the maximum extent permitted by applicable law) arising out of the use of or access to this website (which includes without limitation) any errors or omissions contained in this website or if the website is unavailable and we shall not be liable for any direct or indirect:

- economic losses (including without limitation loss of revenues, data, profits, contracts, use, opportunity, business or anticipated savings);
- loss of goodwill or reputation.
- special, incidental, consequential loss or damage,
- suffered or incurred arising out of or in connection with your use of this website and these terms and conditions.

Access to and use of this website is at the user's own risk and we do not warrant that the use of this website or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms. Also, we accept no liability in respect of losses or damages arising out of changes made to the content of this website by unauthorised third parties.

To provide increased value to users of this website, we may provide links to other websites or resources (that are not part of First Payment Merchant Services) for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and shall not be responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use that others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

The above limitation or exclusion may not apply to you to the extent that applicable law may not allow the limitation or exclusion of liability for incidental or consequential damages.

## **Responsibility**

While we take all reasonable care to ensure that this website is kept up to date, we make no warranty or representation that such material is accurate or reliable, or that this website will always be available, or that any problems will be corrected, or that it is free of viruses and the like. We may change the content of this website at any time without notice and without any liability. We make no representation or warranty in relation to any third party products and services that you may buy through our customers. So far as permitted by law, we will not be liable for any direct, indirect, incidental or consequential loss or damage that may arise out of your access, use or inability to use this website or our payment pages.

## **Links**

In addition to the information on this website, there may be links to third party websites, the content of which is beyond the control of First Payment Merchant Services. We provide such links to you as a convenience only. The inclusion of such links is not an endorsement by us in favour of any company offering any products or services on any linked website. It is your responsibility to exercise your own skill and care with respect to any material on those external websites. We will not be liable for any loss or damage that may arise from or relating to a linked third-party website.

First Payment Merchants Services Ltd are remunerated by Barclaycard for successful introductions that result in Barclaycard Payment Solutions providing merchant acquiring or gateway solutions to a member.

## **Privacy**

Our overriding objective is to handle all data fairly and securely. Any information you give us about yourself will be stored on First Payment Merchant Services systems and may be disclosed to, processed and used by us, and the other companies that assist us in providing our services in accordance with our [Privacy Policy](#).

## **Security**

You must keep secret any personal identification numbers or other security codes that we may give you for access to the First Payment Merchant Services e-commerce system and comply with all reasonable instructions that First Payment Merchant Services may issue in relation to keeping such personal details safe. You should also make sure that any Internet payment transaction you make is done in a secure environment.

## **Rights**

First Payment Merchant Services holds the intellectual property rights in the contents of this website and all rights are reserved. Excluding any images or photography on the website, you may download, store in cache, display and print the material and information in an unaltered form for your own personal or internal business purposes only provided that this notice appears with all copies. You must not systematically retrieve data or other content from this website to create or compile, directly or indirectly, a collection, compilation, database or directory, or, copy, re-transmit, distribute or commercialise any material or information on this website, without First Payment Merchant Services prior written permission.

## **Regulatory Information**

First Payment Merchant Services Limited (Company No. 07795635/FCA No. 727453) is an independent legal entity and is part of the DNA Payments group of companies. Registered office: 10 Lower Grosvenor Place, London, SW1W 0EN, United Kingdom. First Payment Merchant Services Limited is authorised by the Financial Conduct

Authority for the provision of credit broking services (limited to secondary broking).  
First Payment Merchant Services Limited is registered with the ICO under the Data Protection Act, under the number Z3161588.

The Financial Services Register can be accessed at [www.fca.org.uk/register/](http://www.fca.org.uk/register/).

Persons dealing with any organisations affiliated with First Payment Merchant Services that are outside the UK are not covered by the rules and regulations applicable for the protection of investors in the UK.

## **Contact**

Questions, comments and requests regarding these terms are welcomed and you should [contact us](#).