

Super Payments

Terms and Conditions

Please read these terms and conditions (the "**Terms**") carefully before paying with Super. If you have any questions, please contact us at support@superpayments.com.

1 About us

- 1.1 We are Super Payments Ltd (company number 13903817), of 123 Buckingham Palace Road, London, United Kingdom, SW1W 9SH ("**Super**", "**we**", "**us**" or "**our**").
- 1.2 These Terms apply whenever you pay with Super, including on a Merchant's website, in our App, at a Merchant's Payment Terminal, or through a Payment Link (together, the "**Services**"). They apply whether you are a Guest or a Super Member (see section 4).
- 1.3 Our privacy policy (the "**Privacy Policy**") explains how we collect and use your personal data, and our cookies policy (the "**Cookies Policy**") explains how we use cookies and similar technologies. Both apply whenever you use the Services, including as a Guest. They are not part of these Terms.
- 1.4 You can read our Privacy Policy and our Cookies Policy at any time at <https://www.superpayments.com/gb/privacy-policy> / <https://www.superpayments.com/cookie-policy>.
- 1.5 By choosing to pay with Super, you agree to these Terms. You do not need to create an account or tick a box to do so.
- 1.6 When you pay with Super, you are using a checkout operated by us, not by the Merchant. Our name and branding will be shown on the checkout so that you know you are paying with Super.
- 1.7 We may change these Terms from time to time; see section 7.

2 Definitions

In these Terms, the following words have these meanings. Other defined terms are explained where they are first used.

"Account" the account you hold with us as a Super Member.

"App" our mobile application, "The Super App".

"Guest" a person using the Services without being a Super Member.

"Lender" a third-party lender, authorised and regulated by the Financial Conduct Authority, that provides Super Credit (see section 5.8).

"Merchant" a business that offers its goods or services for purchase using the Services.

"Payment Link" a link sent by a Merchant by email or text message that lets you pay with Super.

"Payment Terminal" a card payment terminal provided to a Merchant by our payment processing partner, Adyen, through which you can pay with Super in person.

"Super Credit" the Super-branded credit product provided by a Lender and described in section 5.8.

"Super Member" a person who has provided their mobile number and completed one-time passcode verification,

"Website" our website at www.superpayments.com.

3 How Super Payments works

- 3.1 Super operates a checkout that lets you pay Merchants using one of the payment methods described in section 5. Your contract for the goods or services you buy is between you and

the Merchant. The Merchant, not us, is responsible for those goods or services, including their delivery, quality, returns and refunds.

- 3.2 You do not need to be a Super Member to pay by Open Banking or Card. You can check out as a Guest using any of those payment methods. If you take Super Credit, you will automatically become a Super Member (see clause 4.1).
- 3.3 Becoming a Super Member also allows you to earn and use Cash Reward Amounts (section 6) and save your details for faster checkout.
- 3.4 Our role depends on the payment method you choose:

Payment method	Our role
Open Banking	Your payment is made directly from your bank account. A third-party provider authorised by the Financial Conduct Authority initiates it and provides that service to you solely and directly (see section 5.2).
Card	Your card payment is processed by a regulated third-party payment service provider, which provides that service to you directly. This includes payments in person at a Payment Terminal (see section 5.4).
Gift Card	We sell you a gift card for the Merchant as a reseller. If you pay for the gift card with Super Credit, we also act as a credit broker for that payment.
Super Credit	We act as a credit broker and introduce you to a Lender. We are not the Lender.

- (a) **Online:** by choosing to pay with Super on our App, our Website or at a Merchant's online checkout;
- (b) **In person at a Payment Terminal:** where a Merchant uses a Payment Terminal, by presenting your card or mobile wallet at the terminal in the usual way;
- (c) **Payment Link:** by opening a Payment Link sent to you by a Merchant, which will take you to our App (if installed) or a web browser, where the amount and any cashback offer will be shown before you pay.
- 3.5 We do not ourselves provide regulated payment services or lend money. Where a payment method involves a regulated service, it is provided by an authorised third party, as explained in section 5.

4 Membership and use of the Services

- 4.1 You become a Super Member when you provide your mobile number and complete one-time passcode verification (which includes anyone taking Super Credit). Anyone else using the Services is a Guest.
- 4.2 To use the Services, whether as a Guest or a Super Member, you must be a UK resident and at least 18 years old. By using the Services, you confirm that this is true.
- 4.3 You may hold only one Account. You must use the Services only to make purchases for yourself, and not for any business or commercial purpose.
- 4.4 We may refuse to open an Account, or suspend or close one, as set out in section 8.
- 4.5 If you become a Super Member, you must give us true and accurate information, which may include your full name, email address and mobile number. You must keep these details up to date (you can do this in your Account settings), as we may need to contact you about the Services. Our Privacy Policy explains how we use this information.
- 4.6 You must keep your log-in details secret and must not let anyone else use your Account. You are responsible for activity on your Account. We are not responsible for losses caused by you not keeping your log-in details secret, or by other unauthorised use of your Account, unless the unauthorised use results from our failure to apply reasonable security standards. If you

think your Account has been compromised, contact us immediately at support@superpayments.com.

- 4.7 A Merchant should never ask you to give your card details by phone, email, post or any other written message so that it can pay with Super on your behalf. If a Merchant asks you to do this, please do not give your details and let us know.
- 4.8 We may review activity on the Services, including your purchases, to detect and prevent fraud. This may involve sharing your information with third parties who help us do this, as explained in our Privacy Policy.
- 4.9 You are responsible for any internet or mobile data charges you incur in using the Services.
- 4.10 We provide the Services with reasonable care and skill, but we cannot guarantee that they will always be available or uninterrupted. We may suspend some or all of the Services for technical, maintenance, security or operational reasons.
- 4.11 We do not guarantee that the Services will be free from bugs or viruses. You should use your own virus protection software.
- 4.12 We may update the App to improve performance, add features or address security issues. If you do not install an update, you may not be able to continue using the App.
- 4.13 The App requires an iOS or Android operating system. If you downloaded the App from an app store, that store's rules may also apply to your use of the App.

5 Payment methods

- 5.1 The payment methods available to you depend on the Merchant and may change. Where a payment method is provided by a third party, that third party's own terms and privacy notice will also apply, and you should read them before you proceed. If the third party's service falls short of what you expected, please contact them directly. You can also contact us, and we will help where we can.

5.2 Open Banking

- 5.2.1 Paying by Open Banking lets you pay directly from your bank account using a payment initiation service provided by a third-party provider (a "**TPP**") that is authorised and regulated by the Financial Conduct Authority.
- 5.2.2 This service is provided to you solely by the TPP, not by us, and you will need to agree to the TPP's terms. In some cases (for example, higher-value payments) we may share your identification information with the TPP so that it can provide its service

5.3 Gift Card

- 5.3.1 Paying by Gift Card lets you buy a digital gift card for the Merchant you are shopping with. A Gift Card can only be used with that Merchant.
- 5.3.2 You can pay us for the Gift Card by Open Banking, in which case section 5.2 also applies, or, where available, with Super Credit, in which case section 5.8 also applies.
- 5.3.3 We sell the Gift Card to you as a reseller. The Merchant's own gift card terms apply to its use. For example, gift cards usually cannot be exchanged for cash, and if you return goods bought with a Gift Card you may only receive a refund onto a gift card. We are only responsible to you for a Gift Card if you cannot use it to complete your purchase because of a fault on our part.
- 5.3.4 If you use Super Credit to buy a Gift Card, your credit agreement with the Lender is for the Gift Card, which you buy from us. You then use the Gift Card to pay the Merchant for your goods or services.

5.4 Card

- 5.4.1 Paying by Card lets you pay using a credit or debit card or prepaid card (virtual or physical). The payment is processed by a third-party payment service provider (a

"PSP"), whose name may appear on your card or bank statement. The PSP may store your card details to process future payments you choose to make.

5.4.2 When you pay at a Payment Terminal, your payment is processed by Adyen, a regulated payment service provider.

5.4.3 The Merchant and the PSP may have their own terms for card payments, which you may need to accept to pay.

5.5 Recurring payments

5.5.1 A Merchant may offer subscriptions or other recurring payments by card. The Merchant, not Super, agrees the terms with you, including price, frequency, renewal and cancellation, and is responsible for obtaining your permission. The Merchant gives us your payment instructions and a payment token, and we submit each payment to our payment service provider on the dates the Merchant specifies. We do not decide whether, when or how much to charge.

5.5.2 To stop future payments, cancel with the Merchant under your agreement with them. You can also withdraw your permission through your card issuer. This does not affect payments already taken or amounts you owe the Merchant.

5.5.3 Recurring payments are available by card only. They are not available through Super Credit, open banking or gift cards.

5.5.4 Closing your Super account does not cancel any subscription you have with a Merchant.

5.6 Paying in another currency

5.6.1 If you pay with a card issued in a currency other than pounds sterling, you may be offered the choice to pay in your card's currency instead. This option may be offered at a Payment Terminal and, for certain currencies (currently euros and US dollars), when you pay online.

5.6.2 If you choose to pay in your card's currency online, the exchange rate and any fee for the conversion (an "**FX Fee**") will be shown to you before you confirm the payment. You do not have to accept the conversion. If you choose to pay in pounds sterling instead, your card issuer will convert the payment at its own rate and may charge its own fees.

5.6.3 If you are refunded for a purchase that you paid for in your card's currency, you will receive back the same amount, in that currency, that you originally paid.

5.7 Corporate Card surcharges

5.7.1 Some Merchants choose to pass on to you the extra cost of accepting business, commercial or corporate credit or debit cards (each a "**Corporate Card**"). If you pay with a Corporate Card at one of these Merchants, a surcharge may be added. The surcharge is charged by the Merchant, not by us. We calculate it and apply it at checkout on the Merchant's behalf.

5.7.2 A surcharge will never be added if you pay with a personal consumer card.

5.7.3 If we detect a Corporate Card, we will show you the surcharge amount before you confirm your order. You can then choose to go ahead or to use a different payment method.

5.7.4 The surcharge is a fixed percentage of the purchase price. We set it on the Merchant's behalf based on the average cost of accepting Corporate Cards over the previous quarter, so it may change from quarter to quarter.

5.7.5 If you return goods or services and receive a refund, the surcharge will not normally be refunded, as it reflects a cost incurred when the payment was made. However, it will be refunded where the law requires, for example if you cancel under your statutory cancellation rights or the goods or services are faulty.

5.8 Super Credit

- 5.8.1 Super Credit is a credit product provided by Fintern Ltd, trading as Abound, and such other regulated consumer credit lenders as we may contract with from time to time (each a "**Lender**"). Each Lender is authorised and regulated by the Financial Conduct Authority. Super Credit carries the Super brand, but the credit itself is always provided by the Lender, not by us.
- 5.8.2 Super Payments Ltd is a credit broker, not a lender. We are an Introducer Appointed Representative of Fintern Ltd (trading as Abound), which is authorised and regulated by the Financial Conduct Authority (FRN 929244).
- 5.8.3 We work with a limited number of Lenders and do not search the whole market. We do not give advice or recommendations about whether Super Credit is right for you.
- 5.8.4 If you apply for Super Credit, we will introduce you to a Lender. If that Lender cannot offer you credit, we may introduce you to another Lender on our panel, who will carry out its own checks. We will tell you which Lender is offering you credit before you agree to anything.
- 5.8.5 Each Lender decides whether to offer you credit and carries out its own credit and affordability checks, which may include a search with a credit reference agency.
- 5.8.6 We receive commission from the Lender when we introduce you to Super Credit. This does not change the amount you pay.
- 5.8.7 The interest rate and other terms a Lender offers you may differ between Merchants. For example, a Merchant may pay part of the cost of your credit so that you pay less interest. The Lender will show you the terms that apply before you agree.
- 5.8.8 Your credit agreement is between you and the Lender, and is governed by the Lender's own terms. You will be given those terms, and must accept them, before you use Super Credit. They set out your repayments, any interest or charges, and your rights, including your right to withdraw.
- 5.8.9 Your rights in relation to anything you buy with Super Credit, including any rights you may have against the Lender under the Consumer Credit Act 1974 and any purchase protection the Lender offers, are set out in your credit agreement and the Lender's terms.
- 5.8.10 We are not responsible for the Lender's decision to offer you credit, for the terms of your credit agreement, or for how the Lender runs your credit account. This does not affect our own responsibilities to you as a credit broker, including for the information we give you when introducing you to Super Credit.
- 5.8.11 Questions or complaints about your credit agreement, repayments or the Lender's decisions should go to the Lender. Complaints about how we introduced you to Super Credit should come to us (see section 15).
- 5.8.12 Closing your Account does not end any credit agreement you have with a Lender. That agreement continues on its own terms and you remain responsible for any outstanding balance.

5.9 Alternative payment methods

- 5.9.1 A Merchant may offer other ways to pay that are not part of the Services. These are governed by the Merchant's terms (and those of its payment providers), and we are not responsible for them.

6 Cash Rewards

- 6.1 You need to be a Super Member to earn and use Cash Reward Amounts.
- 6.2 Where a Merchant takes part in Cash Rewards, you earn an amount (a "**Cash Reward Amount**") when you pay with Super for an eligible purchase from that Merchant. Offers may

change at any time, and you will receive the Cash Reward Amount that applies when you check out. This may differ from an offer you saw earlier.

- 6.3 You can use a Cash Reward Amount earned from a Merchant only on a later eligible purchase from the same Merchant, paid with Super. It will either be applied automatically to reduce the price of that purchase, or you can choose to save it for a future purchase, in which case the expiry date of your balance will update to match the expiry date of the Cash Reward Amount from your most recent purchase with that Merchant.
- 6.4 If a later purchase is itself eligible, you will earn a Cash Reward Amount on its full price (before any Cash Reward Amount you use is deducted). You can see your Cash Reward Amounts in your Account.
- 6.5 A Merchant may set its own conditions for earning or using a Cash Reward Amount, such as a minimum spend, an expiry date or a time limit. The Merchant is responsible for making these clear to you before you buy.
- 6.6 We may sometimes boost cashback or offer special rewards to selected Super Members. The cashback on a single transaction will not exceed the amount you paid in that transaction.
- 6.7 A Cash Reward Amount is a discount the Merchant gives you on a future purchase, has no cash value and cannot be exchanged for money. It is not money, we do not hold any money for you, and you cannot pay money into or take money out of your Account. You have no right to it until it is used on an eligible purchase in line with these Terms. If we stop the Cash Rewards service, we will give you reasonable notice and an opportunity to use your balance where possible.
- 6.8 We are not responsible if a Merchant changes or cancels a Cash Reward Amount you have already earned. However, we will tell you if we become aware of this.
- 6.9 You will not earn cashback if, for example: the transaction is cancelled or fails; you were not a Super Member at the time of purchase; we or the Merchant reasonably suspect the purchase is not genuine (including a purchase made for someone else); or your Account was suspended or closed when you made the purchase.
- 6.10 We rely on the Merchant to confirm whether a purchase is eligible and whether cashback has been earned. If you think you have not received cashback you are due, contact us (see section 16). We will look into it with the Merchant and let you know the outcome.
- 6.11 If you return all or part of a purchase, your refund will be based on the price you actually paid, after any Cash Reward Amount was deducted. We may also reduce any Cash Reward Amount you earned on that purchase (including to zero). If the purchase was made with Super Credit, any refund will be applied in line with the Lender's terms, and you may need to check with the Lender whether any balance remains to be repaid.

7 Changes to these Terms

- 7.1 We may change the Services or these Terms to reflect changes to the Services, to comply with law or regulation, or to make these Terms clearer.
- 7.2 If you are a Super Member and a change is likely to significantly disadvantage you, we will tell you by email or in the App at least 30 days before it takes effect unless the change is required by law or regulation or is needed urgently to protect the security of the Services or to prevent fraud, in which case we shall give as much notice as is practicable. If you do not want to accept the change, you can close your Account before it takes effect.
- 7.3 Each time you pay with Super, the version of the Terms published on our Website at that time applies to that transaction.

8 Suspension and termination

- 8.1 You can close your Account at any time in your Account settings. When you close your Account, any unused Cash Reward Amounts will expire.

- 8.2 We may suspend or close your Account, or stop providing the Services to you, if we reasonably believe that: your details are false, inaccurate or incomplete; we no longer have working contact details for you; your Account has been compromised; there has been fraudulent, abusive or unfair activity; you are no longer eligible to use the Services; you hold more than one Account or are buying for someone else; or you have seriously or repeatedly broken these Terms. We may also do so for legal or regulatory reasons.
- 8.3 If you have not logged in to your Account for 12 months, we may treat it as dormant and close it. We will give you at least 30 days' notice by email first, so that you can keep your Account open or use any Cash Reward Amounts.
- 8.4 Where reasonable, we will tell you before we suspend or close your Account and explain why, unless the law or a risk of fraud prevents us.
- 8.5 We may suspend, withdraw or restrict the Services generally for business, operational, legal or regulatory reasons. We will try to give you reasonable notice where we can.
- 8.6 If we close your Account because you have broken these Terms, we may seek compensation from you for any loss this causes us.

9 Acceptable use

- 9.1 You must use the Services in line with applicable law and any reasonable instructions we give you.
- 9.2 You must not: misuse the Services; copy, sell, sub-license or transfer any part of the Services or your Account; reverse-engineer or hack the Services, or try to get around our security measures; create works based on the Services; use the Services for fraudulent, abusive or unfair purposes, including impersonating anyone; scrape or collect information about other users; use the Services for commercial purposes or to send unsolicited communications; or interfere with or disrupt the Services.
- 9.3 You must not knowingly introduce viruses or other harmful material, try to gain unauthorised access to the Services or the systems behind them, or attack the Services (including by a denial-of-service attack). Doing so may be a criminal offence under the Computer Misuse Act 1990, and we may report it to the relevant authorities.
- 9.4 You must not install the App on a device you do not own without the owner's permission.
- 9.5 You must only pay with a card, bank account or other payment method that belongs to you, or that you are authorised to use, and you must not use the Services to buy anything illegal or to launder money or finance any other crime.
- 9.6 You must not try to obtain cashback you are not entitled to, for example by: holding more than one Account; making purchases and then returning them, or cancelling them, mainly to earn or move cashback; using automated means to activate offers; or working with others, including Merchant staff, to create purchases that are not genuine.
- 9.7 If we reasonably believe you have broken this section, we may cancel any cashback affected, suspend or close your Account under section 8, and report the matter to the police or other relevant authorities where appropriate.

10 Intellectual property

- 10.1 All intellectual property in the Services is owned by or licensed to us. We give you a personal, non-exclusive, non-transferable licence to use the Services in line with these Terms. The licence ends if we stop providing the relevant Service or these Terms stop applying to you.
- 10.2 "Super Payments" and our logo are our trade marks. You must not use them without our written permission.

11 Offers, adverts and third-party services

- 11.1 We may show you offers from Merchants in our App and on our Website, and on Merchants' websites, including banners, pop-ups and Super offers for other Merchants shown before or

after you check out. Merchants pay us when you click on, view or buy through some of these offers.

11.2 The Services may link to third-party websites or services, including those of Merchants. We are not responsible for them, and a link is not an endorsement. Their own terms and privacy notices apply.

11.3 Content on our Website and in our App is for general information only and is not advice. We make reasonable efforts to keep it accurate and up to date.

12 Your personal information and marketing

12.1 We use your personal data as described in our Privacy Policy, which applies to everyone who pays with Super, including Guests. Please read it to understand what data we collect and how we use it.

12.2 When you pay with Super, the Merchant shares information about you and your purchase with us, and we share information with the Merchant and with the third parties that provide the payment method you choose, so that your payment can be made. Our Privacy Policy explains this in more detail.

12.3 We use cookies and similar technologies as described in our Cookies Policy.

12.4 If you are a Super Member, we may send you marketing by email and text message about Super and Super Credit, unless you tell us you do not want it. We will give you the chance to opt out when you become a Super Member and in the receipt email sent to you when you make a purchase. We do not send marketing to Guests unless you choose to opt in to our marketing.

12.5 You can opt out of marketing at any time, free of charge, by using the unsubscribe link in any marketing message we send you or by contacting us. You do not have to receive marketing to use the Services.

13 Our liability to you

13.1 We are responsible for loss you suffer that is a foreseeable result of our breach of these Terms or our failure to use reasonable care and skill. Loss is foreseeable if it was obvious that it would happen, or if, when you agreed to these Terms, both you and we knew it might happen.

13.2 We are not responsible for:

- (a) loss not caused by our breach of these Terms or our failure to use reasonable care and skill;
- (b) loss that was not foreseeable to you and us when you agreed to these Terms, including loss that is not a direct result of our breach (sometimes called indirect or consequential loss);
- (c) any increase in loss caused by your own breach of these Terms;
- (d) loss arising from your contract with a Merchant, including the quality of the goods or services supplied, or from your credit agreement with a Lender; or
- (e) delay or failure caused by events outside our reasonable control.

13.3 We only provide the Services for private, domestic use. We are not responsible for any loss of profit, loss of business, business interruption or loss of business opportunity.

13.4 Subject to clause 13.5, our total liability to you for all claims under these Terms in any 12-month period will not exceed the greater of (a) **£100** and (b) the total amount you paid with Super for the transaction(s) giving rise to the claim. This does not reduce any Cash Reward Amount you are separately entitled to.

13.5 Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot be limited or excluded by law. Nothing in these Terms affects your legal rights as a consumer.

14 Complaints

- 14.1 If you are unhappy with the Services, please contact us at support@superpayments.com or use the contact form on our Website or App. We will acknowledge your complaint promptly and aim to resolve it as quickly as possible.
- 14.2 Complaints about your credit agreement or the Lender should be made to the Lender, which has its own complaints procedure.

15 General

- 15.1 **Entire agreement:** These Terms contain all the terms agreed between you and us about the Services. This does not affect anything the law treats as part of our contract with you, including information we give you before you pay.
- 15.2 **Transfer:** You may not transfer your rights under these Terms to anyone else. We may transfer our rights and obligations to another organisation if this does not significantly disadvantage you, and we will tell you if we do.
- 15.3 **Third parties:** Only you and we can enforce these Terms.
- 15.4 **Severability:** If a court decides that any part of these Terms cannot be enforced, the rest will continue to apply.
- 15.5 **Delay:** If we delay in enforcing these Terms, we can still enforce them later.
- 15.6 **Law and courts:** These Terms are governed by the law of England and Wales, and the courts of England and Wales will deal with any dispute. However, if you live in Scotland, Scottish law applies and you may bring proceedings in Scotland; if you live in Northern Ireland, Northern Irish law applies and you may bring proceedings in Northern Ireland.

16 Contact us

- 16.1 If you have any questions about these Terms or the Services, contact us through the contact form in our App or on our Website, or by email at support@superpayments.com.
- 16.2 We welcome feedback on the Services. If you give us feedback, we may use it freely without compensating you.