# General terms

Version: 2.0

**Effective:** For customers that signed up with us before 20 April 2026, these terms apply from 5 July 2026. For terms that apply until then, click here. For other customers, these terms apply from 20 April 2026.

**Published:** 20 April 2026

This document sets out the **general terms** that apply to the **services**. The **agreement** between you and us for the **services** is made up of the **special conditions** (if any), the **application documents**, the **fees schedule**, the **additional terms**, these **general terms**, the **glossary** and any other document we say forms part of the **agreement**. If there is any contradiction between them, the following order of priority will apply:

1. the **special conditions** (if any)
2. the **application documents**
3. the **fees schedule**
4. the **additional terms**
5. these **general terms**, and
6. the **glossary**.

Words and phrases in bold have the meanings we give them in the **glossary** unless we say otherwise. All terms and conditions that apply to the **services** are available on the **Dojo website**. You can ask us to email you a copy of the **agreement** at any time. The **agreement** and any communications we send to you will be in English.

You enter into the **agreement** by signing the **application documents**. By doing so, you agree to be bound by the **agreement**, including these **general terms**. If you are an individual signing the **agreement** on behalf of the 'legal entity' shown in the **application documents**, you confirm that you have the authority to sign on behalf of that 'legal entity'.

## 1. Parties to the agreement

Dojo is a trading name of Paymentsense Limited. The **agreement** is between Paymentsense Limited and you, the person shown as the 'legal entity' in the **application documents**.

## 2. Contacting each other

You can contact us by:

- emailing us at support@dojo.tech
- phoning us on 0800 044 3550
- messaging us on the **customer portal** (where available), or
- writing to us at EQ Bristol, 111 Victoria Street, Bristol BS1 6AX.

We will normally contact you by email, so please ensure you regularly check your inbox. We may also contact you using the **customer portal**, by post, by SMS or by phoning you. We will use the most recent contact details you have given us. If we need to contact you about fraud or security, we will try to use the fastest and most secure way (for example, we may phone you or send an SMS).

Any legal notices you give us under the **agreement** must be sent by email, through the **customer portal** (where available) or by pre-paid post to our registered office address at The Brunel Building, 2 Canalside Walk, London W2 1DG. Notices sent by email or through the **customer portal** will be regarded as served at the time of transmission and notices sent by post will be regarded as served 2 **business days** after posting.

## 3. Using the customer portal

You can manage the **services** through the **customer portal**, the **Dojo website** and the **Dojo app**. If you use the **Dojo app**, please download the latest version as soon as it is available.

## 4. Eligibility

The **agreement** comes into force when you sign the **application documents**, but we will not provide any **services** until we are satisfied you meet our eligibility criteria, as explained below. You can only use the **services** if you are a legitimate business in the UK or a UK resident over 18 who has a legitimate business in the UK.

To use the **services** (including any services offered under our brand) you must provide information about yourself and your business. We (and third parties such as credit reference agencies or product partners, either in connection with us or on their own behalf) may then carry out checks, including:

- ‘Know Your Customer’ checks, to prevent fraud and money laundering
- a credit assessment (which may include soft checks and visible hard checks on you and others connected to you), which includes using statistical methods to assess your creditworthiness, and
- checks against our criteria (including the requirements of any **scheme rules** or other relevant third parties).

We and the relevant third parties may ask you for more information to complete these checks and may contact your bank, building society or others in connection with this. This may involve sharing information about you, your business, others connected to you and your **application documents** with your bank, building society, our product partners or other third parties (or as otherwise specified in our **privacy policy**). We and the relevant third parties may also make similar checks at any time while the **agreement** continues.

We may set other conditions that you will need to meet. We will not provide you with the **services** until you meet our eligibility criteria and any other conditions we set.

## 5. Keeping us updated

You must tell us as soon as possible if any of your contact details change. Otherwise, we will not be responsible if you do not receive information or notices from us on time or at all.

You must tell us as soon as any other information you have given us changes. This includes a change in your business (for example, regarding the type of activities it does, the goods and/or services it provides, its control or that of any company that owns it, its directors or partners, its legal status or address, its legal or trading name, if it stops trading under the legal or trading name you gave us, or any sale or disposal of a material part of it).

We (or someone acting for us) may need to ask you for more information (including financial statements, bank statements, or other financial management information):

- to meet our obligations under **applicable law** or any **scheme rules**
- so we can assess our risk under the **agreement**, or
- to continue to assess your eligibility to receive the **services**.

You must give us this information within any timeframes we set.

## 6. Your authorised users

You can ask us to authorise other people to access information about the **services** and give us instructions on your behalf (each an **authorised user**). You must get their permission to give us their details before you do so. You must tell anyone you ask us to authorise that we (or a third party) may carry out checks, including identity checks, before we authorise them or while they are an **authorised user**. We reserve the right not to authorise any person and to limit the number of **authorised users**.

You and any **authorised user** can take certain actions and give certain instructions about the **services**. **Authorised users** act on your behalf – we do not have an agreement with them and we do not have any liability to them. We will treat all instructions and actions by any **authorised user** as if you had given them or carried them out yourself.

It is your responsibility to ensure that each **authorised user** complies with the **agreement**. You must give a copy of the **agreement** to each **authorised user**. You must tell us if you want us to cancel or amend an **authorised user's** authority (for example, if they leave your employment or partnership).

## 7. The services

We will provide you with the **services** shown on your **application documents**, which may be updated by you or us in line with the **agreement**. We will provide the **services** with reasonable care in line with the **agreement**, **applicable law** and the **scheme rules** (where applicable).

By using any **additional services**, you agree to the applicable **additional terms**, and those **additional terms** will apply between you and us (or, where applicable, one of our **group companies**) with respect to the **additional services**. These **general terms** will also apply to the **additional services** unless we tell you otherwise in the **additional terms**.

We collect data derived from your use of the **services**, which you agree we may analyse and use for any legitimate commercial purposes that we choose, including to provide aggregate or de-identified data sets to you and third parties, to improve and develop the **services**, and for other related purposes.

## 8. Payment of charges

You must pay the **charges** to us in line with the **agreement**. The **charges** are immediately due and payable to us when we provide the relevant **service** to you or as otherwise set out in your monthly invoice. We may collect the **charges** from your **nominated account** using your direct debit instruction or by setting off the **charges** against amounts we transfer to you in line with condition 10.

The **charges** may be calculated 'per use', 'per **card transaction**' or in another way. We say more about how we calculate **taxes** in relation to the **services** in condition 9.

We may charge interest on any amounts you owe us at 4% per year above the Bank of England base rate. Interest will accrue on a daily basis.

We may require you to make other payments to us in addition to the **charges**, including for any other amounts you owe us under the **agreement** or because of **applicable law**.

## 9. Tax

Unless we say otherwise, all **services** are exclusive of **VAT** and any other **taxes**. You are responsible for identifying and paying all **taxes**, including any **VAT**, due in connection with your use of the **services**.

We may need to report **tax information** about your use of the **services**. You must provide us with the necessary information to complete any **tax** reporting within any timeframes we set. We may send you the reported **tax information** but we are not required to.

## 10. Our right of set-off

At any time, we may set-off any **charges** or other amounts you owe us against any sum we owe you, without giving you notice first. This may include any amount due in the future or that is unliquidated (meaning the exact amount owed is not yet known) or contingent (meaning something specific must happen before it becomes due). Where an amount is contingent, we may designate it as a **reserve** from the safeguarded funds we hold for you. The moment any amount becomes due and payable to us, your legal and beneficial interest in that portion of the safeguarded funds immediately ends and transfers to us to satisfy that debt.

Set-off may also include us deducting the **charges** and any other amounts you owe us from the amounts we transfer to you.

Our right of set-off is in addition to any other rights and remedies we have under the **agreement** or **applicable law**.

All payments you make to us in relation to the **agreement** must be without set-off or deduction.

## 11. Your direct debit instruction

You must set up and maintain for the duration of the **agreement** (and for 13 months after it ends) a valid, unconditional direct debit instruction (including to ensure that you have sufficient cleared funds available) authorising the provider of your **nominated account** to pay us any amounts you owe us under the **agreement**.

You must ensure that the provider of your **nominated account** accepts and acts upon the direct debit instruction for the **nominated account** and that your **nominated account** details specified in the direct debit instruction are correct.

If you intend to change your **nominated account**, you must give us at least 7 **business days**' notice (unless we say otherwise) and you will need to complete a new direct debit instruction accordingly.

You will be liable for any charges imposed by the provider of your **nominated account** for any unpaid direct debit. If a direct debit to your **nominated account** is not paid, we will reinitiate the direct debit. We may also charge a direct debit failure fee and an arrears management fee, which are set out in the **fees schedule**.

## 12. Invoices

We will give you a monthly invoice by email or in the **customer portal**. It sets out certain information about the **services**, **card transactions** and **charges**.

You can ask us to provide your monthly invoice and any credit notes on paper as well as by email or in the **customer portal**. We may make a **charge** for paper billing, which is set out in the **fees schedule**.

If you think there is a mistake which does not relate to the **Dojo acquiring services** in an invoice, you have 2 months from the invoice date to notify us or you will lose the right to challenge the invoice. Your payment obligations under the **agreement** still apply if you challenge an invoice.

## 13. Confidentiality

You will treat and, if applicable, will ensure that each of your **group companies**, **authorised users** and **personnel** will treat, all of our **confidential information** including information about us, our business and the **agreement** (including **cardholder data** or **card transaction data**) as confidential. You must not disclose this information:

- to any third party (except to your **personnel** only as required under the **agreement**)
- unless required by **applicable law**, or
- unless we allow you to do so in writing.

If you become aware that our **confidential information** has been misused by you or anyone else, you must tell us immediately.

We will treat as confidential all **confidential information** that you give us or that we receive about you under the **agreement**, but we may share this information on a confidential basis if we need to do so under **applicable law** or to certain permitted recipients that we may choose, including our **personnel** or product partners (for the purpose of offering you and providing you with products other than the **services** under our brand or on a co-branded basis). Where we do this, we will ensure that the information we share is protected with protections similar to those set out in this condition.

When managing the **services** and any products and services offered under our brand, we and any relevant third parties may make searches at credit reference agencies or other data aggregators, which they may record. We and those third parties may disclose information to them, including on how you run your business. If you give false or inaccurate information, or fraud or potential fraud is detected, the information may be disclosed to fraud prevention agencies.

## 14. Privacy and processing of data

We will use any **personal data** we obtain about you in connection with the **agreement** in line with our **privacy policy**.

Unless otherwise specified in any **additional terms**, you and we act as independent 'controllers' regarding the processing of **personal data** in compliance with **data protection law** under the **agreement**. You acknowledge that you and we must:

- each provide a notice to **data subjects** meeting the requirements of **data protection law**, and
- give each other any assistance and cooperation that is reasonably needed to enable the other to comply with obligations imposed by **data protection law** regarding the processing of any **personal data** under the **agreement**.

## 15. Compliance

You must comply with **applicable law**. You must not use the **services** (directly or indirectly) in a way that breaches **applicable law**, for any illegal purpose or in a way we reasonably believe might harm our ability to provide the **services**.

## 16. Keeping your security details safe

You are responsible for your security details, including any usernames, passwords, supervisor codes and other codes used to access the **customer portal**, the **PCI management services** and any other aspect of the **services**.

You must not share your security details with anyone other than an **authorised user**, where appropriate. You must take all reasonable steps (and ensure that each **authorised user** does the same) to keep the security details safe (for example, by not storing them on a device that is not password protected, by not storing them on a public network and by following industry accepted security standards and good practice).

If you think your security details are known to an unauthorised person, you must tell us immediately and take reasonable steps to stop any unauthorised access or use.

You must not allow anyone who is not you or an **authorised user** to have access to the **customer portal** or the **PCI management services**.

## 17. Our responsibility to you

We will not be liable to you if we cannot carry out our responsibilities under the **agreement** as a result of:

- any event or circumstance beyond our reasonable control. This includes:
  - any machine, data processing system or transmission link failing to work for reasons beyond our reasonable control
  - any ending or interruption of any part of the **services** due to something that a third party does or does not do
  - any industrial dispute
  - any natural disaster, other party's strike or lockout, war, invasion of armed forces, insurrection, epidemic, pandemic, terrorist act, civil commotion, fire, flood, lightning or other event beyond our reasonable control, or
  - any failure or shortage of power supplies
- us taking steps to comply with any **applicable law**, the **scheme rules** or the requests of a regulator or government body
- your failure to provide complete or correct **card transaction data**
- us withholding or delaying any transfer in line with the **agreement**, or
- your negligence or breach of the **agreement**.

We will not be responsible to you for failure of the **services** due to planned or unplanned downtime. We may suspend any of the **services** for maintenance or other practical reasons. We will try to give you notice of such things.

We will not be responsible to you in any circumstances for:

- any loss of profit or income, loss of (or damage to) data, loss of anticipated savings or interest, loss of business contracts, loss of opportunities, loss of (or damage to) reputation or goodwill or any indirect, special or consequential damages, losses, costs, claims or expenses of any kind, or
- any loss as a result of any failure or delay by us in performing our obligations under the **agreement** where that failure or delay was contributed to, or caused by, something you (or any of your **authorised users** or your **personnel**) did or did not do.

## 18. Limit of liability

The maximum total liability we and all our **group companies** will collectively have to you under or in connection with the **agreement** for any claim or series of related claims will be the amount of the **charges** you have paid us in the 12 months immediately before the event, or series of connected events, giving rise to the claim or series of related claims.

If any **additional terms** have a different cap on the maximum total liability we and all our **group companies** will collectively have to you under or in connection with those **additional terms**, only that cap will apply under those **additional terms**. If that is the case, the other limitations and exclusions on liability included in these **general terms** will still apply.

However, nothing in the **agreement** removes or limits our liability for death or personal injury resulting from our negligence, fraud or fraudulent claims or statements, or any other liability that cannot be removed or limited by **applicable law**.

Unless the **agreement** says otherwise, all warranties, indemnities, undertakings, terms or conditions implied by trade, custom, practice, course of dealing, statute, common law or otherwise are excluded to the maximum extent permitted by **applicable law**.

If one of our **group companies** provides an **additional service** to you it is responsible for its own obligations and liabilities under the **agreement** and we and any of our other **group companies** will not be jointly responsible to you. Any claims brought by you under the **agreement** must be brought against the **group company** providing the relevant **additional service**.

## 19. Your indemnity

You agree to indemnify (meaning fully protect) us against all claims, losses, expenses and liabilities we may suffer or incur that arise from or relate to:

- any actual or alleged breach of your representations, warranties or undertakings set out in the **agreement**
- any breach of the **agreement** by you (or any of your **authorised users**, your **personnel** or anyone else acting on your behalf)
- your wrongful or improper use of the **services**
- your breach of, or non-compliance with **applicable law**, and/or
- any content, information or materials you have provided to us (including any claim by any third party that such content, information or material infringes that third party's **intellectual property rights** or makes unauthorised use of them).

## 20. Duration and termination

The **agreement** shall continue in force until you or we end it. Unless we say otherwise, if we end the **payment terms**, the **agreement** will end.

If you or we end the **agreement**, these **general terms** will end.

You can end the **agreement** by giving us at least 1 month's written notice. If you are a **large corporation** you can only give us this notice once your minimum term, or any other fixed term we agree with you, has ended.

You can end your use of any **additional service** by giving us the written notice set out in these **general terms** or any applicable **additional terms**.

We can end the **agreement** by giving you at least 90 days' written notice at any time. We will provide a specific written reason for ending the **agreement** and tell you how you can appeal, unless we are prevented from telling you because of **applicable law**. If you are a **large corporation**, we can end the **agreement** by giving you at least 1 month's written notice at any time.

We may end your use of any **additional service** without affecting the rest of the **agreement** in line with these **general terms** or the applicable **additional terms**.

We can end the **agreement** immediately without giving you notice if:

- we reasonably believe you have given us inaccurate information before or when entering into the **agreement** and, had the correct information been provided, we would not have entered into the **agreement**
- we are unable to complete any required 'Know Your Customer' checks
- we reasonably think that the **services** are being used for purposes in connection with fraud, money laundering, terrorist financing, proliferation financing or other unauthorised purposes, or
- we reasonably believe that your conduct towards our **personnel** is threatening or abusive. This includes any behaviour we believe is an offence (including under the Public Order Act 1986 or the Protection from Harassment Act 1997), such as threats, physical violence, harassment, or persistent verbal abuse.

If you are a **large corporation**, we can also end the **agreement** immediately without giving you notice if:

- we think your use of the **services** could damage our reputation or goodwill or may harm us
- we think you have given us inaccurate information or have not given us information we have requested within a timeframe we set
- you have not kept us up to date in line with condition 5
- you fail to maintain your direct debit instruction in line with condition 11
- you fail to pay your **charges** twice in a 12-month period
- we are not satisfied with the outcome of any periodic 'Know Your Customer' or other checks
- there has been a change in your business that we are unhappy about (including a change to your financial position and/or creditworthiness) or regard as damaging to our brand (including a change in your ownership or the type of business activities you do) or a change

that means you are not, or are no longer, permitted or licensed to conduct your business activities

- you have broken the **agreement** in a serious or persistent way
- you have been declared insolvent (or are regarded as unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986), are being wound up or a similar event is in progress, or
- we have to do so under **applicable law**, a court order or an instruction or requirement of an ombudsman or similar body, or a **card scheme**. This includes circumstances in which you do something that may cause harm or loss to the goodwill of the **card scheme**.

## 21. When the agreement has ended

If you or we end the **agreement** or any **additional terms**:

- any rights granted under the **agreement** or the applicable **additional terms** will end
- you must immediately stop using the **services** or the relevant **additional service** (as applicable)
- you must immediately stop using our **intellectual property rights**
- you will be responsible for disconnecting and removing all **equipment** and returning it as we direct, and
- you must pay us any **charges** that you incur up to the end of the notice period.

Where you end the **agreement** earlier than the end of any minimum term set out in the **application documents** or any other fixed term that we may agree with you, you may need to pay an early account closure fee (set out in the **fees schedule**) in addition to any fee charged for **equipment** that is not returned.

Unless we say otherwise, we will not charge you an early account closure fee if you tell us you want to end the **agreement** within the first month after you start to receive the **services**. If you are a **large corporation** this does not apply to you.

The termination of the **agreement** may end any other agreements you have with us or through us with third parties. Please contact us if you would like more information.

Some conditions of the **agreement** will remain in force after the **agreement** has ended, including conditions 11, 13–15 and 17–19 of these **general terms**.

## 22. Suspension of the services

We may suspend the **services** or any **additional service** immediately in the circumstances set out in condition 20 or if we can otherwise end these **general terms** or any applicable **additional terms**. If we do this we will tell you as soon as we can and will tell you why, unless we are prevented from doing so by **applicable law**.

If we suspend the **services** or any **additional service**:

- any rights granted to you in relation to that **service** will be suspended
- you must immediately stop using the relevant **service**, and
- you must pay all applicable **charges** during any period of suspension, unless we say otherwise.

## 23. Your agreement

On the date of the **agreement** and while it continues, you agree that:

- you, your directors and each of your **authorised users** are over 18
- you will comply with **applicable law** and the **scheme rules** and will not do anything that may cause us not to comply with them
- you are authorised to enter into the **agreement** and carry out your responsibilities under it
- you are entitled to disclose any information you provide, including any additional information we may request in the future in line with the **agreement**, and
- all information you give us in connection with the **agreement** is true, accurate and not misleading.

## 24. Inspection and audit rights

We, our authorised representatives and the **card schemes** may inspect or audit your business. We will normally give you notice of when we plan to do so (although we may not always be able to) and we will try to minimise inconvenience. We will try to comply with any reasonable security and confidentiality requirements you tell us about in advance.

Some of our possible reasons for such an inspection or audit are to help us to comply with any **applicable law** and to check you are complying with the **agreement** (including checking the security measures you take to comply with your responsibilities), **applicable law**, the **scheme rules** and **PCI DSS**.

You must give us, our authorised representatives and the **card schemes** access to the premises where your business trades (including your offices) and where your records, systems or stock are located so that we and/or they can:

- inspect your facilities, equipment, records, data and systems (including any computer systems and software) relevant to the **agreement** and your use of the **services**, and
- take any copies of materials relating to the above.

You must give us, our authorised representatives and the **card schemes** any help that we or they may ask for. You must give honest and comprehensive answers to any questions that we or they ask about your business.

## 25. Changes to the agreement

We may change these **general terms**, any applicable **additional terms** (excluding the **payment terms**, the **glossary**, any other **additional terms** that are governed by the **payment terms**), the **fees schedule** (excluding the parts of the **fees schedule** that are governed by the **payment terms**), any related definitions and any policies at any time.

We will notify you of any change to these documents by making the new version available on the **Dojo website** (a **new version**) and by email or through the **customer portal**, giving you the amount of written notice we think is reasonable for the change, or at least that which we are required to give you under **applicable law**. Each **new version** will be effective as at the end of the applicable notice period. By continuing to use the **services** after the end of the applicable notice period, this constitutes your acceptance of the **new version**. However, any dispute or claim that arose before the change will be governed by the **general terms**, **additional terms** or policies in place when the dispute or claim arose. Any change to the **payment terms** or any other **additional terms** or provisions of the **glossary** that are governed by the **payment terms** will only be made in line with the **payment terms**.

Our right to change some of the conditions in these **general terms** may be limited by **applicable law**. Where we are required by **applicable law** to give you a specified amount of notice of such a change, this will normally be at least 2 months' written notice or, if you are a **large corporation**, at least 1 month's written notice.

If you do not want to accept any change we tell you about, you can end the **agreement** at any time before the change takes effect. If you end the **agreement**, you will pay no **charges** from the date the **agreement** ends but will be liable for **charges** incurred up to that date, including a proportionate **minimum monthly payment**. If you are a **large corporation**, this does not apply to you and if you do not want to accept any change we tell you about, you can end the **agreement** in line with condition 20. If you do not end the **agreement**, we will assume you accept the changes.

We may add **additional services**. Unless we say otherwise, the **additional services** will be subject to **additional terms** and **charges** which we will tell you about. Where **additional services** are optional, we will give you an amount of notice that we think is reasonable and you can choose whether or not you want to receive them. If the **additional services** relate to our **payment terms** or any other **additional terms** or provisions of the **glossary** that are governed by the **payment terms**, any change will only be made in line with the **payment terms**. If you do not want to receive the **additional services**, you can tell us by email or through the **customer portal** (where available), and we will not provide them.

Occasionally we may be required to provide an **additional service** to comply with **scheme rules** or **applicable law**. If you tell us you do not want to receive the **additional service** in the way we set out or that you want to end your use of it, then we may end the **agreement** in line with the applicable **additional terms**.

You may request **additional services** or additional **equipment** by contacting us. We will tell you if we will provide the requested **additional services** or additional **equipment** and on what terms, including any **charges**.

We may agree to other changes with you (for example, in relation to your **charges**). We do not need to give you notice of those changes where they have been agreed with you before they take effect.

## 26. Our intellectual property rights

We own or license all the **intellectual property rights** in our products and the **services** (for example, in the content of the **customer portal**, our websites, software incorporated into a **payment device** and our logo). You may only use our **intellectual property rights** in your use of the **services**. Even so, you must never copy, reverse-engineer, modify or decompile any of our products or any aspect of the **services**.

If you give us any **feedback**, you agree that we may freely use and commercialise that feedback without restriction and without any obligation or payment to you. If any **intellectual property rights** are in the **feedback**, you hereby assign them to us together with all existing and future **intellectual property rights** in the **feedback** as far as possible under **applicable law**.

## 27. General

Only you and we (and not any third party) have any rights under the **agreement**. The Contracts (Rights of Third Parties) Act 1999 does not apply to the **agreement**.

We may transfer, charge, dispose of, assign or subcontract all or part of our rights and obligations under the **agreement** to another organisation. If this happens, any references to 'we' or 'us' will mean to that transferee. In the event of a transfer, you acknowledge and agree that information about you and your use of the **services** will be shared with the relevant transferee or appointee, to the extent necessary.

You may not transfer, charge, dispose of, assign or subcontract any of your rights or obligations under the **agreement**.

Unless you say otherwise, you authorise us to use your name and any of your logos for the purpose of identifying you as a customer in our customer lists, on the **Dojo website** and in our marketing or promotional materials.

If there are joint parties to the **agreement**, their responsibilities and obligations are joint and several, meaning we can look to more than 1 person jointly and to each person individually to fulfil them. We are entitled to accept instructions from each person. Notice given to 1 person will be regarded as having been given to all of them.

If we fail to insist that you perform any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that does not mean you do not have to perform those obligations or that we have waived our rights.

Each of the provisions of the **agreement** operate separately. If any court or regulator decides that any provision is unenforceable, it will be treated as being modified as little as possible to make it valid and enforceable. The remaining provisions will remain in full force and effect.

Nothing in the **agreement** may be read as forming a partnership, joint venture or agency between you and us or between you and any **card scheme**.

The **agreement** sets out the entire agreement between you and us. It replaces any previous written or verbal agreement between you and us regarding the matters dealt with in the **agreement**.

The **agreement** and any non-contractual obligations arising out of or in connection with it are governed by English law. You and we submit to the exclusive jurisdiction of the English courts.

# Payment terms

Version: 2.0

**Effective:** For customers that signed up with us before 20 April 2026, these terms apply from 5 July 2026. For terms that apply until then, click here. For other customers, these terms apply from 8 April 2026.

**Published:** 20 April 2026

This document sets out the **payment terms** that apply to the **Dojo acquiring services** and any other payment services provided to you under the **agreement**. Words and phrases in bold have the meanings given to them in the **glossary**. These **payment terms** are **additional terms** for the purposes of the **agreement**. By using the **Dojo acquiring services** and any other payment services we provide, you agree to be bound by these **payment terms**.

## 1. Our details

Dojo is a trading name of Paymentsense Limited (company number 06730690). Our registered office address is The Brunel Building, 2 Canalside Walk, London W2 1DG. We are authorised and regulated by the Financial Conduct Authority with firm reference numbers 900925 and 738728.

## 2. Large corporation opt-out

If you are a **large corporation**, you agree that regulations 40 to 62 inclusive, 66(1), 67(3), 67(4), 74(1), 75, 77, 79, 80, 83, 86(2A) to (2D), 91, 92, 94 and 94A of the Payment Services Regulations 2017 do not apply to the **agreement**. This means that certain conditions of the **agreement** do not apply in the same way to you if you are a **large corporation**.

## 3. Dojo acquiring services

When providing you with the **Dojo acquiring services**, we will:

- at the time a **cardholder** purchases goods and/or services from you, confirm with the relevant **card issuer** that:
    - the **card** may be used for the **card transaction**
    - the **card** has not been blocked, and
    - there are sufficient funds available for the relevant **card transaction** (known as **authorisation**)

- transmit a payment order regarding the **card transaction** to a **card scheme** for onward transmission to a **card issuer**. This enables the earmarking of funds by a **card issuer** in a **cardholder's** account for settlement. This will be processed in line with the relevant **scheme rules** (including the time limits for transmission of payment orders)
- settle the **card transaction** by transferring to you the value of the **card transaction** set out in the **card transaction data** and determined by the relevant **card scheme**, and
- process any **refunds** or **chargebacks** in line with the **agreement**.

You authorise us to act on your behalf for the transfer of funds to you.

You must only use the **Dojo acquiring services** in line with the **agreement** and by using the **payment device(s)** and any **SIM(s)** we provide.

If you meet certain higher processing thresholds or you are considered to be a 'high value' customer under any **scheme rules**, you may be required to enter into an agreement directly with the relevant **card scheme**. If that is the case, we will notify you.

## 4. Alternative payment methods

We may offer a **service** that allows you to accept certain **alternative payment methods**, but this **service** may not be available everywhere.

By using this **service**, you agree to be bound by the **APM terms**. If there is any contradiction between the **payment terms** and the **APM terms**, the **APM terms** will have priority.

We may add, remove or suspend any specific **APM provider** and/or any specific **alternative payment method** at any time by giving you notice that we think is reasonable.

## 5. Getting you your money

We will transfer all amounts due to you by bank transfer to your **nominated account**. You direct us to make this transfer after we receive the amounts due to you from the relevant **card scheme**, unless we decide to do so sooner.

If a transfer is delayed due to technical difficulties or other unforeseen circumstances (or in the circumstances set out in condition 8), we will make the transfer as soon as we can or will otherwise notify you.

## 6. Our charges

The **charges** for the **Dojo acquiring services** cover:

- interchange fees (the fees paid to the **card issuer** for a **card transaction**)
- **card scheme** fees, and
- the fees you pay us for the **Dojo acquiring services**.

The interchange fees will be cheaper for some **card transactions** than others. The **agreement** sets out the different types of **card transactions** and the interchange and **card scheme** fees that apply to them. We make the same charge across certain categories of **card**, regardless of the **card transaction** type processed. This means we make more money on the **charges** for some **card transactions** than others.

By entering into the **agreement**, you agree to us taking this blended approach to our **charges** and you confirm your request that we do not individually specify information about the fees that may apply to the different **card schemes** and **card issuers**. You agree that if any of these fees are changed, the **charges** for the **Dojo acquiring services** may be revised to reflect the changes. We will give you notice of any changes in line with the applicable notice periods in condition 26.

We may require you to make other payments to us in addition to the **charges**, including for the:

- reimbursement of **chargebacks**
- amount of any **refunds** issued, if not already deducted
- amount of any overpayments we make to you, and
- amount of any **charges**, fines, **assessments** or other charges payable by us to a **card scheme** or any other person as a result of your failure to comply with **PCI DSS**, the **scheme rules** (or as may otherwise be applied by a **card scheme**, including regarding any potential data compromise), **applicable law** or the **agreement**.

We may charge you a **minimum monthly payment** relating to certain aspects of processing **card transactions** as set out in the **fees schedule**.

## 7. Instant transfers

We may be able to offer you an accelerated transfer of certain amounts due to you. If we can, you will see an instant transfer option in the **customer portal**. You will be able to see the amount that you can request and the cost of the transfer before you request it.

To use instant transfers, your **nominated account** must be able to receive funds through the Faster Payments Scheme and you must not be in breach of the **agreement**. We will decide if instant transfers are available to you and we may remove, suspend or place limits on your ability to use instant transfers at any time. Any limits will be shown in the **Dojo app**.

When you request an instant transfer, you instruct and authorise us to pay you the relevant amount to your **nominated account** and to charge you the associated instant transfer fee. You will not be able to withdraw an instant transfer request after it has been made.

The amount requested will usually be available in your **nominated account** within 20 minutes of an instant transfer request, but it may take longer to arrive. We will not be liable for any failure or delay in you receiving any instant transfer.

## 8. Protecting and holding your funds

Whenever we hold or restrict access to funds due to you we will safeguard (meaning protect) the funds (including amounts that we decide to transfer to you before we receive the amounts due to you from the relevant **card scheme**) in line with **applicable law** by:

- holding an amount equal to the amount owed to you in a separate bank account to the account which holds our own funds, and/or
- arranging an insurance policy that complies with the safeguarding requirements under **applicable law**.

The method we use to protect your funds may vary depending on operational, legal or regulatory requirements, but it will always comply with **applicable law**. Any safeguarded funds that are held by us are protected against claims by our creditors in the event of insolvency (other than in respect of the costs of paying you in priority to our creditors) but are not protected under the Financial Services Compensation Scheme.

We may also restrict access to funds due to you or refuse to make, or delay making, a transfer if:

- we are prevented from making the transfer or we need to delay it because of **applicable law**, a court order, a request from a government body or a **scheme rules** requirement
- we think that a **card transaction**:
    - is fraudulent
    - involves other illegal activity
    - was not in the ordinary course of your business, or
    - does not comply with your **PCI DSS** obligations under the **agreement**
- we determine that we need to investigate or resolve any pending dispute relating to your use of the **Dojo acquiring services**
- you have broken the **agreement** in a way that we reasonably believe justifies us in refusing or delaying the transfer, including where you have unpaid invoices

- you have asked us to update your **nominated account** or legal entity details and that process is ongoing
- you have been declared bankrupt or insolvent, are being wound up or a similar event is taking place
- a third party (for example, a **card scheme**) or a technical or operational issue prevents us from making the payment or does not transfer sufficient funds to us to do so in the timeframe that we expect
- we think the current level of risk that you expose us to has materially increased compared to the level of risk at the time you entered into the **agreement**
- there has been a material change in your business that we are unhappy about (including a change to your financial position and/or creditworthiness)
- we have asked you for important information that we need but you have not given it to us, or
- we have suspended the **Dojo acquiring services**.

If we need to restrict access to amounts due to you or refuse or delay a transfer for the reasons listed above, we will safeguard the relevant funds in the manner set out in this condition unless we are not required to under **applicable law**. If we need to restrict access to amounts due to you or refuse or delay a transfer then, if we can, we will usually email you or contact you by SMS or phone. We will not be responsible for any losses you may suffer as a result of us restricting access to amounts due to you or refusing or delaying a transfer.

## 9. Information about transfers made to you

You can check all transfers made to you and access interchange data through the **customer portal**. The following information is available through the **customer portal**:

- a reference for each **card transaction**
- the amount of each **card transaction** in the currency of your **nominated account**, and
- the amount of the **charges** payable for each **card transaction**.

We will make this information available to you after the **card transaction** is processed unless we cannot do so because of technical difficulties or other unforeseen circumstances. In that case, we will make the information available to you through the **customer portal** as soon as possible. You will be able to download and save this information.

You must promptly check the information relating to the **Dojo acquiring services** on each invoice we provide and notify us of any mistake within 13 months of the invoice date. If you are a **large corporation**, you will need to notify us of any mistake within 2 months of the invoice date. We are not liable for any mistakes notified to us outside the relevant timeframe.

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## 10. Chargebacks and assessments

In certain circumstances, the **card issuer** can request a reimbursement of a **card transaction** that has already been settled to you. This is known as a **chargeback**.

**Chargebacks** are often initiated by **cardholders**, for example because:

- as at the date of the **card transaction**, the **card** had expired or been cancelled
- the **cardholder** says the relevant goods or services in relation to a **card transaction** were not provided or were defective or not as described
- the **cardholder** denies having authorised a **card transaction**
- the **cardholder** otherwise disputes a **card transaction**, or
- for any other reason within the applicable **scheme rules**.

If you incur a **chargeback**, you will be liable and must indemnify (meaning fully protect) us against any losses regarding that **chargeback**. We may also charge you a fee for each **chargeback**, which is set out in the **fees schedule** and your **application documents**.

Each **chargeback** represents a debt immediately due and payable by you to us. We may therefore apply **chargebacks** immediately or detail them in your monthly invoice and collect them with your other **charges**.

We do not need to obtain or help you to obtain payment from a **cardholder** for a **chargeback** or help you to dispute a **chargeback**, but we may do so. More details of how we handle **chargebacks** are in the **operating guide**. These **chargeback** rights are not affected by any arrangement between you and any **cardholder**.

If we believe you might incur, or are incurring, an excessive amount of **chargebacks**, we may apply additional conditions, including:

- applying additional **charges**
- requiring you to provide a **reserve** or **collateral** to cover anticipated **chargebacks** and related fees, or
- delaying one or more transfers.

If an **assessment** is made against you, you will be liable and must indemnify (meaning fully protect) us against any losses regarding that **assessment**. Each **assessment** is a debt immediately due and payable by you to us. We may therefore apply **assessments** immediately or detail them in your monthly invoice and collect them with your other **charges**.

## 11. Evidence of transactions

At any time, we may ask you to prove that a **cardholder** has validly agreed to a **card transaction** or **refund**. If a **card transaction** or **refund** is verified by signature (or if you issue a **refund** to a card other than the **card** used for the earlier **card transaction** with our permission), you must retain evidence (including any **sales receipt** or **refund receipt**) for at least 18 months from the date of the **card transaction** or **refund**. You must give us that evidence if we ask for it. Failure to do so may result in **chargebacks**.

## 12. Compliance

You must comply with **applicable law**, the **scheme rules**, **PCI DSS**, the **operating guide** and any other instructions we give you.

You must not use any service provider that will have access to **cardholder data** or **card transaction data**, unless we have given our prior written permission for you to do so and you have ensured the service provider is compliant with **PCI DSS**.

You must obtain **authorisation** for every **card transaction** unless we tell you otherwise. This includes where a **cardholder** asks you to split a payment using more than one **card** or between a **card** and another payment method. We will charge you a fee for each **authorisation** request you initiate, including where the **authorisation** is declined. This is included in the **secure transaction fee**. If the **authorisation** is declined, the **card transaction** cannot proceed. **Authorisation** is not a guarantee of payment. Following a **card transaction**, a **sales receipt** must be offered to the **cardholder**.

You must not accept or process:

- **recurring transactions** or **card transactions** that rely on a continuous payment authority unless we specifically allow you to do so
- any payment from a person other than a **cardholder** for the credit of the **cardholder's** account, or
- a **card transaction** on behalf of a person other than the **cardholder**.

If you use a **payment device**, **card transactions** must only be processed through that **payment device**. You must not process more than one sale through a **payment device** for a **card transaction** unless the **cardholder** gives you more than one **card**, each with a different card number.

If a **card** is presented physically to you, you agree to retain the **card** at our request. In requesting **authorisation** to process a **card transaction**, you agree that:

- all information presented is true and complete

- the **card transaction** is entered into in good faith and in compliance with all **scheme rules** and other requirements and you are not aware of any circumstances that would or might result in a breach of **applicable law**
- the **card transaction** relates directly to your business and you have supplied (or have agreed to supply) the relevant goods and/or services to the value stated
- the **card transaction** does not involve any **card** or other payment method issued in your name or relating to your account or those of any connected person, and
- you are not aware that the **card transaction** has previously been subject to a **chargeback**.

The limit for contactless **card transactions** is set out in the **operating guide**. You agree to comply with any instructions and limits we provide regarding contactless **card transactions**.

You must not accept any **card transaction** for goods and/or services where the point of sale is outside the UK (or, in some circumstances, Jersey, Guernsey and the Isle of Man).

Subject to **applicable law** and the **scheme rules**, you must:

- honour all valid and current **cards** when presented by a **cardholder** for payment
- provide your full range of goods and/or services to **cardholders** at prices no higher than normal cash prices or as otherwise allowed by the **card schemes**
- only use the **Dojo acquiring services** to submit **card transactions** in respect of goods and/or services that you provide to **cardholders**
- not apply a minimum or maximum **card transaction** amount, and
- not apply a surcharge to **cardholders** paying by **card**.

## 13. Applicable scheme rules

We may be required to change these **payment terms** in connection with any updates to the **scheme rules**. If there is a contradiction between a **scheme rule** and these **payment terms** (except as otherwise agreed between us and the **card scheme**), the **scheme rules** will take priority.

You:

- acknowledge that each **card scheme** can enforce any provision of its **scheme rules**
- must comply with any instructions we give you when you use a **card scheme's** services
- must not engage in any conduct that a **card scheme** considers could negatively impact it, its reputation or the integrity of the interchange system
- must not misuse, disclose or compromise any information that a **card scheme** considers to be confidential and you must cooperate with us if there is a security breach in relation to it

- must make clear that you accept the **cards** applicable to each **card scheme** and display that **card scheme's** marks according to the applicable **scheme rules** when you communicate the payment methods you accept to **cardholders**
- must not at any time:
    - provide marketing materials, promotional materials or engage in other activities that harm any **card scheme's** business or brand (including providing libellous, defamatory, pornographic or profane material or any instructions that may cause harm to anybody on your premises and/or website)
    - criticise or knowingly make incorrect statements about any **card scheme**
    - require a **cardholder** to give up its rights to dispute a payment as a condition of your acceptance of a **card**, or
    - require **cardholders** to provide **personal data** as a condition of your acceptance of a **card**
- must keep each **card scheme's** service information and make it easily available to **cardholders**. This information must include:
    - clear instructions on how to contact both us and the relevant **card scheme** if the **cardholder** has any questions about a particular **card transaction**, and
    - an active email address and telephone number so the **cardholder** can contact you, and
- authorise us to collect and disclose your **cardholder data**, **card transaction data** and **chargeback** information to the relevant **card scheme**. You acknowledge that certain **card schemes** may use this information for analytics, reporting, card insights and other purposes permitted by **applicable law**.

If you accept American Express **cards**:

- we will stop providing you with **services** that relate to American Express **card transactions** within 2 **business days** if American Express tells us your activities have harmed its brand. You must then remove all American Express identification, logos and designs from your premises and/or website as soon as possible, and
- you confirm that you have read and will comply with the American Express Merchant Operating Guide and American Express Data Security Operating Policy and have given us all necessary consents required under these documents.

## 14. Promotional materials

You must display in your premises and in any promotional materials (including on your website) any material we ask you to display in relation to the **Dojo acquiring services**.

You must not refer to or use in your premises or promotional materials any of our or any **card scheme's intellectual property rights** without our prior written consent. You must never indicate that we or any **card scheme** endorses your business activities or the goods and/or services you provide.

## 15. Cardholder data, PCI DSS and cooperation

You (and any third party whose use we approve in connection with the storing, transmitting or processing of **card transaction data**) must have in place technical and organisational measures that ensure an appropriate level of security for processing **card transaction data** and **cardholder data**. You and the relevant third party must protect that data against accidental or unlawful destruction or alteration, accidental loss and unauthorised disclosure, access or processing.

You must not retain or store magnetic stripe, CVV/CVC2 or PAN (long card number) data after **authorisation** has been requested for a **card transaction**.

We are responsible for meeting the latest applicable version of **PCI DSS** as dictated by the Payment Card Industry Security Standards Council as far as it relates to the **Dojo acquiring services**. You must comply with **PCI DSS** and any changes made to **PCI DSS** and must confirm your compliance and follow any instructions we give you.

We will give you phone and email support to confirm your compliance with **PCI DSS** and complete your **PCI DSS** self-assessment questionnaire and ASV scans (where required) and we may give you access to an online portal to help you with this (together the **PCI management services**).

We may charge a fee for the **PCI management services**, which is included in the **secure transaction fee** and is set out in the **fees schedule**. You must use the **PCI management services** to receive the **Dojo acquiring services**. There is more information about the **PCI management services** in the **operating guide**.

If we reasonably believe you are not complying with **PCI DSS**, we will notify you. You will need to promptly remedy the areas of non-compliance that we tell you about within the timeframe we specify. We may charge a fee for non-compliance, which is set out in the **fees schedule**.

If you know or think that **card transaction data** or **cardholder data** has been compromised, you must notify us immediately and provide all cooperation that we, the **card schemes** or government bodies may need.

If you have told us about a data compromise or suspected data compromise, or if we or a **card scheme** reasonably think that you have (or any relevant third party has) suffered a data compromise, we may require you to instruct an industry-approved forensic assessor to carry out a forensic investigation in respect of it. You must do so at your own cost within the timeframe we give you. You agree that the industry-approved forensic assessor can give us any report they produce and that you will comply with all the recommendations they make to improve your data security.

## 16. Collateral and reserve

We may require you to provide **collateral**, or additional **collateral**, in an amount and form that we may specify if we decide that we need it to secure the performance of your obligations under the **agreement**, including those relating to **chargebacks** and **refunds**. If we require this, we will contact you and ask you to provide it in a timeframe we give you. Title to the **collateral** under the **agreement** vests in us. You are not entitled to receive interest on it. We may collect any amounts you owe us from the **collateral** without prior notice to you. These amounts are collected separately and are not deducted from any of your safeguarded funds.

We may also require a **reserve** for the same reason. The **reserve** would be for an amount we set. If we require a **reserve**, you must:

- grant us a security interest over and/or a set-off right in respect of all funds held in any **reserve**
- authorise us to collect any amounts you owe us from the **reserve** without prior notice to you, and
- agree to any additional documentation required for us to perfect our security interest in any funds in the **reserve**. This security interest will survive for as long as we hold funds in the **reserve**.

## 17. Additional instructions for certain card transactions

The **operating guide** sets out additional instructions for certain types of **card transactions** including **deferred supply transactions**, **cashback transactions** and **manually entered card transactions**. You must follow them if we allow you to accept these **card transactions**.

## 18. Manually entered card transactions

We may place limits on your ability to accept, and may immediately withdraw our permission for you to process, **manually entered card transactions** if we think there are unacceptable levels of **cardholder** disputes or suspected fraudulent **card transactions** resulting from them.

You accept **manually entered card transactions** entirely at your own risk. Any such **card transaction** disputed by the **cardholder** may be charged back, even if you have complied with these **payment terms** and we have given **authorisation**.

## 19. Refunds

We may charge you a fee for each **refund**, which is set out in the **fees schedule**. You must:

- develop, maintain and make available to all **cardholders** a fair and reasonable **refund** policy that also complies with **applicable law**
- give **refunds** to **cardholders** in line with your **refund** policy and the **operating guide**
- offer a **refund receipt** to the **cardholder** following a **refund**
- not accept money from a **cardholder** in connection with the processing of a **refund** to the **cardholder**
- not make a **refund** with cash or by cheque to a **cardholder** who paid for the relevant goods and/or services using a **card**, or to a **card** where the customer paid for the relevant goods and/or services with cash or by cheque, and
- not issue a **refund** when there is no corresponding amount charged to the **cardholder**.

A **refund** may only be issued in full or partial reimbursement of an earlier **card transaction** (not a higher amount than the earlier **card transaction**) and must be made to the same **card** or payment method used in that **card transaction** and in the same currency, unless the **operating guide** says otherwise.

## 20. Our responsibility to you

Subject to condition 17 of the **general terms**, if we fail to correctly transmit **card transaction data** to a **card scheme** or **card issuer**, we will complete the relevant processing as soon as we can after receiving notification from you of the relevant failure or delay. We will also reimburse you for any **charges** and interest you had to pay as a result of this, provided you let us know as soon as possible (and no later than 13 months or, if you are a **large corporation**, no later than 2 months) after the intended date of the relevant **card transaction**.

## 21. Your indemnity

You agree to indemnify (meaning fully protect) us against all claims, losses, costs, expenses and liabilities we may suffer or incur that arise from or relate to:

- any claim regarding a **card transaction** between you and a **cardholder**
- any **chargeback**
- any **assessment**, and/or
- your breach of or non-compliance with the **scheme rules**.

## 22. Complaints

If you have a complaint about the **services**, please contact us by:

- emailing us at support@dojo.tech
- phoning us on 0800 044 3550, during the hours set out in the **operating guide**, or
- writing to us at Dojo Complaints Team, EQ Bristol, 111 Victoria Street, Bristol BS1 6AX.

If we do not resolve the complaint to your satisfaction and it relates to the **Dojo acquiring services** or any other payment services we provide to you, you may be able to refer it to the Financial Ombudsman Service. For details of this service and how to refer a complaint to it, please go to its website at www.financial-ombudsman.org.uk or write to it at Exchange Tower, Harbour Exchange, London E14 9SR.

You may also complain to the Financial Conduct Authority in certain circumstances. For details of how to do this, go to its website at www.fca.org.uk.

## 23. Duration and termination

Unless we say otherwise, if we end these **payment terms**, the **agreement** will automatically end.

You can end your use of the **Dojo acquiring services** and any other payment services we provide under these **payment terms** by giving us at least 1 month's written notice. If you are a **large corporation** you can only give us this notice once your minimum term (as set out in the **application documents**), or any other fixed term we agree with you, has ended.

We can stop providing the **Dojo acquiring services** and end these **payment terms** by giving you at least 90 days' written notice at any time. We will provide a specific reason for ending these **payment terms** and tell you how you can complain or appeal, unless we are prevented from telling you by **applicable law**. If you are a **large corporation**, we can end these **payment terms** by giving you at least 1 month's written notice at any time.

We can end these **payment terms** immediately without giving you notice if:

- we reasonably think that the **Dojo acquiring services** have been used, are being used or will be used in connection with a **serious crime** or for purposes in connection with fraud, money laundering, terrorist financing or in other circumstances where we must end these **payment terms** in line with **applicable law**
- we reasonably believe that in the course of providing goods and/or services to a **cardholder** or other third party, you have engaged in activities that involve, or are likely to involve, the commission of an offence and the **Dojo acquiring services** are being used in connection with this, or
- the Financial Conduct Authority, the Treasury or the Secretary of State requires us to do so.

If you are a **large corporation**, we can also end these **payment terms** immediately without giving you notice if:

- we reasonably think you are submitting illegal **card transactions**
- the number of **chargebacks** you incur is excessive, in our reasonable opinion
- you fail to confirm your compliance with **PCI DSS** within 2 months (or any longer period we may agree) of us first giving you notice of your obligation to do so, unless a **card scheme** requires us to end these **payment terms** sooner
- we reasonably think you are not complying with **PCI DSS**, or
- you do not give us any **collateral** or **reserve** which we request under these **payment terms**.

## 24. Suspension of the services

We may suspend the **Dojo acquiring services** (or any part of them) and any other payment services we provide under these **payment terms** and your access to the **customer portal** immediately in the circumstances set out in condition 23. If we do this, we will tell you this has happened as soon as we can.

## 25. When these payment terms end

If you or we end these **payment terms**:

- you must not process any further **card transactions**
- you will have to pay us the amount of any **chargebacks** or other amounts that become due during the notice period and after the end of these **payment terms**
- we may hold a **reserve** for up to 180 days (or sometimes longer) and apply it to cover any **chargebacks** or other liabilities that may occur or become payable before or after these **payment terms** end. If the amount reserved is not enough to cover any amounts you owe us

after these **payment terms** end, or amounts become due after we transfer the reserved money to you, you must pay us the additional amount when we ask you to, and
- we may notify the **card schemes** and certain other regulatory and government bodies of the reasons for these **payment terms** ending.

Some of the conditions of these **payment terms** will remain in force after these **payment terms** end, including conditions 9-10 and 15-16.

## 26. Changes to these payment terms

We may add **additional services** which relate to our **payment terms** by giving you at least 2 months' written notice (or, if you are a **large corporation**, by giving you at least 1 month's written notice). Where these **additional services** are optional, we will not give you prior notice of them and you can choose whether you receive them by telling us by email or through the **customer portal** (where available). These **additional services** may be subject to other terms and **charges** which we will tell you about.

Occasionally, we may be required to provide an **additional service** which relates to our **payment terms** to comply with the **scheme rules** or **applicable law**. If you tell us you do not want to receive the **additional service** (as outlined above) or that you want to end your use of it, then we may end these **payment terms** in line with condition 23.

You may request **additional services** or additional **equipment** which relates to our **payment terms** by contacting us. We will tell you if we will provide the requested **additional services** or additional **equipment** and on what terms, including any **charges**.

We may agree other changes relating to these **payment terms** with you (for example, in relation to your **charges**). We do not need to give you notice of those changes where they have been agreed with you before they take effect. We may change an interest rate or an exchange rate set out in the **agreement** without giving you notice of the change.

We may otherwise change these **payment terms** and the definitions in the **glossary** relating to these **payment terms** by giving you at least 2 months' written notice (or, if you are a **large corporation**, by giving you at least 1 month's written notice) by email or through the **customer portal**.

If you do not want to accept any change we tell you about, you can end these **payment terms** at any time before the change takes effect. If you end these **payment terms**, you will pay no **charges** from the termination date but will be liable for **charges** incurred up to that date, including a proportionate **minimum monthly payment**. If you are a **large corporation** this does not apply to you and if you do not want to accept any change we tell you about, you can end these **payment terms** in line with condition 23. If you do not end these **payment terms**, we will assume you accept the changes.

# Dynamic Currency Conversion (DCC) terms

Version: 2.0

**Effective:** For customers that signed up with us before 20 April 2026, these terms apply from 5 July 2026. For terms that apply until then, click here. For other customers, these terms apply from 20 April 2026.

**Published:** 20 April 2026

The **DCC service** is provided to you under the **agreement**. Words and phrases in bold have the meanings given to them in the **glossary** and the additional glossary at the end of these **DCC terms**. These **DCC terms** are **additional terms** for the purposes of the **agreement**. By using the **DCC service**, you agree to be bound by these **DCC terms**.

## 1. The DCC service

The **DCC service** allows you to offer **cardholders** the choice to pay in the **local currency** or the **international currency**. The **DCC service** only applies to **card transactions** through certain **card schemes** which are shown on the **Dojo website**.

## 2. DCC transactions

If the **cardholder** chooses to pay in the **international currency**, the **DCC transaction** amount will be converted into the **international currency** using an exchange rate determined by us or a third party **DCC** provider (if we use one). The total amount paid by the **cardholder** for a **DCC transaction** will be equal to the **DCC transaction** amount (as converted into the **international currency**) plus the **DCC mark-up**.

The total amount of the **DCC transaction** will be settled through the relevant **card scheme** in the **international currency**. You will receive all amounts due to you in the **local currency**.

## 3. Third party providers

You acknowledge that some of the **DCC service** may be provided by a third party and that we will not be liable to you for any suspension or interruption of the **DCC service** due to something that a third party does or does not do. You agree that you have no contractual relationship with any third party in relation to the **DCC service** and that you have no rights under any agreement between us and any such third party.

## 4. Other DCC service requirements

You must give the **cardholder** the choice of whether to proceed with the **DCC transaction** in the **local currency** or the **international currency**.

You must not use inaccurate or misleading statements that could lead the **cardholder** to proceed with a **DCC transaction**. If the **cardholder** does not explicitly choose to have the **card transaction** completed in the **international currency**, it must be processed in the **local currency**. You must not select the currency that the **cardholder** chooses to pay in if the **cardholder** is not present.

You must make the following information available to the **cardholder** before they choose to proceed with a **DCC transaction**:

- that selecting a **DCC transaction** is optional
- the **card transaction** amount in the **local currency**
- the **card transaction** amount in the **international currency**
- the exchange rate to be used, and
- the **DCC mark-up** to be applied.

If the **cardholder** chooses to proceed with a **DCC transaction**, you must offer them a **sales receipt** that discloses the **card transaction** amount in the **local currency** and the **international currency** and the exchange rate and **DCC mark-up** applied to the **DCC transaction**.

## 5. Online DCC transactions

For **online DCC transactions** you must also ensure that the **cardholder** has agreed to the **international currency** for the **DCC transaction** and the **DCC mark-up**.

## 6. Refunds

**Refunds** relating to **DCC transactions** will be processed to the same **card** used for the original **DCC transaction** and in the **international currency** selected by the **cardholder** for the original **DCC transaction**. The amount of the original **DCC transaction** in the **local currency** will be converted into the **international currency** using an exchange rate determined by us or a third party **DCC** provider (if we use one) at the time the **refund** is processed and the **international currency** amount will be cleared through the relevant **card scheme**. You will be required to reimburse us for the amount of the original **DCC transaction** in the **local currency**.

If a **refund** is processed on behalf of a **cardholder** and the exchange rate at the time of the **refund** is different to the exchange rate applied to the original **DCC transaction**, the **cardholder** will be entitled to initiate a **chargeback** where this difference means that the **cardholder** receives back less than it paid in relation to the original **DCC transaction**.

## 7. Chargebacks

**Chargebacks** relating to **DCC transactions** will be processed by us in line with the **payment terms** in the **international currency** for the original **DCC transaction**. This amount (including the amount of the **DCC mark-up** charged for the original **DCC transaction**) will be converted into the **local currency** using an exchange rate determined by the **card scheme** at the time the **chargeback** is processed and you will be charged that amount in the **local currency**.

## 8. Termination

Unless we say otherwise, these **DCC terms** automatically end if the **agreement** and/or the **payment terms** (as applicable) are ended by you or us. You or we may end these **DCC terms** in line with condition 23 of the **payment terms** (as if it applied in relation to the **DCC service**).

## 9. Changes to these DCC terms

Any changes to these **DCC terms** shall be made in accordance with condition 26 of the **payment terms** (as if it applied in relation to **DCC service**).

# Additional glossary

**approved currencies** means the list of approved currencies found on the ‘DCC’ page of the **Dojo website**.

**DCC** means our dynamic currency conversion product which allows a **cardholder** to pay for goods and/or services provided by you in the **international currency**.

**DCC mark-up** means the amount we charge a **cardholder** for using the **DCC service**.

**DCC service** means the **additional service** relating to **DCC** that we provide in connection with the **Dojo acquiring services**.

**DCC terms** means these terms and conditions.

**DCC transaction** means a **card transaction** using **DCC**.

**international currency** means the currency of the country in which a **cardholder's card** is issued (if such currency is an **approved currency**).

**local currency** means the currency of the country where you conduct your business.

**online DCC transaction** means a **DCC transaction** that is completed online.

# Service terms for card machines

Version: 2.0

**Effective:** For customers that signed up with us before 20 April 2026, these terms apply from 5 July 2026. For terms that apply until then, click here. For other customers, these terms apply from 20 April 2026.

**Published:** 20 April 2026

This document sets out the **service terms for card machines** for certain **services** provided to you under the **agreement**. Words and phrases in bold have the meanings given to them in the **glossary**. These **service terms for card machines** are **additional terms** for the purposes of the **agreement**. By using our **card machines**, you agree to be bound by these **service terms for card machines**.

These terms are in the following sections:

1. section A – **card machine services**
2. section B – **card machine maintenance services**, and
3. section C – **card machine exceptional replacement services**.

Sections A and B (but not section C) will apply to you if you select our standard **services** in relation to **card machines**, which includes our **card machine maintenance services**. Sections A and C (but not section B) will apply to you if you select our **card machine exceptional replacement services** (rather than our **card machine maintenance services**). If, during the **agreement**, you would like to switch between our **card machine maintenance services** and **card machine exceptional replacement services**, please contact us.

Unless we say otherwise, these **service terms for card machines** automatically end if we or you end the **agreement** and/or the **payment terms** (as applicable).

## Section A – Card machine services

## 1. Card machines and SIMs

We provide you with one or more **card machines** and **SIMs** (if relevant) without charge so you can use the **Dojo acquiring services**. They must only be used by you in line with our instructions, the **agreement** and the **operating guide**. They belong to us and you must return them to us at the end of the **agreement** or the end of the relevant **service** (as applicable).

Unless we say otherwise, any **SIM** we supply you with may only be used in the **card machine** that we specify and you must not try to use it in another device. If you do use it in another device, we may charge you for all usage fees charged by the **SIM** provider and network. We may charge a fee for mobile connectivity relating to the use of a **SIM**, which is shown in the **fees schedule** and your **application documents**.

You must only use a **SIM** we supply you with in line with the fair usage policy in the **operating guide**. If we (in our sole discretion) decide you have breached your usage obligations and are using materially more data than is reasonably required to use our **services**, we may charge a fee for the use of that data. Where we can, we will notify you before making this charge.

Unless we agree to supply them to you, you are responsible for sourcing all receipt rolls, batteries, printer ink or cartridges, power leads and other accessories required to operate your **card machine**.

## 2. Card machine services details

We will provide the **card machine services** set out below. In return, you agree to pay the **charges** in line with the **agreement**.

| Services | Details |
| --- | --- |
| Configuration services | • configuring each **card machine** with appropriate software for **card transactions** and **refunds** for **cards** you can accept under the **agreement**, and<br>• fitting a **SIM** into your **card machine**, if relevant. |
| Processing services | • providing secure routing for **authorisations** and **card transactions** under the **agreement**, and<br>• providing software updates and/or other upgrades. |
| Support services | • providing technical support during the hours shown on the **Dojo website**, and |

| | |
|---|---|
| | • providing customer services support on **business days** during the hours shown on the **Dojo website**. |
| Replacement services | • replacing a **card machine** if it develops a fault (but not for the reasons specifically listed below) and you return it to us<br>• giving you a replacement **card machine** in line with the delivery times set out in section B or section C, depending on which **service** you have selected, if we can<br>• ensuring that a replacement **card machine** is configured for use with appropriate software for **card transactions** and **refunds** for **cards** you can accept under the **agreement**, and<br>• fitting a **SIM** into the replacement **card machine**, if relevant. |

Any replacement **card machine** will be of a similar or improved specification, but may be new or refurbished.

If you fail to return the **card machine** within 30 days of receiving a replacement **card machine**, you must pay the **card machine** non-return fee set out in the **fees schedule** and the **application documents**. You must also pay our costs for arranging a replacement if we find the **card machine** is not faulty.

If a card machine has a fault we will not provide the replacement services listed above if we establish that it, or any part of it, developed as a result of any of the following:

- accidental damage
- malicious damage or misuse
- theft or loss
- faulty batteries or battery packs that we did not provide, or
- faults in, or caused by, any third party device or attachment that we did not provide.

If a fault develops in a **card machine** as a result of any of these reasons, we will provide a replacement **card machine** in line with section B or section C, depending on which **service** you have selected.

## 3. Card machine integration

We may give you access to our proprietary technology (including certain of our **intellectual property rights**) to integrate each **card machine** with a compatible electronic point-of-sale system. We may charge an additional fee for this, as set out in the **fees schedule** and the **application documents**.

## 4. Your obligations

During the **agreement**, you must:

- use each **card machine** only in connection with accepting **card transactions** and/or processing **refunds** (or for any other purpose we specifically authorise)
- keep each **card machine** in good condition
- install any software or software updates in line with our instructions
- not try to carry out repairs or alterations to any **card machine** or **SIM** yourself
- not modify any **SIM** provided or remove it from the **card machine** that it was supplied for use with
- be responsible for any loss or damage to each **card machine** and not remove any identifying marks
- if you have selected the **card machine exceptional replacement services**, insure each **card machine** for loss or damage for its full replacement value or otherwise indemnify (meaning fully protect) us against the full cost of repair or replacement
- keep each **card machine** in your possession in the UK, and
- not alter, sell, lend or otherwise deal with each **card machine** or allow any charge or lien or similar right to be created over it.

## 5. Termination

When the **agreement** ends, you must return each **card machine** and any **SIM** to us as we direct.

Each returned **card machine** and **SIM** must be in good condition and complete with all accessories, including power leads, batteries, chargers and user guides.

If you do not return each **card machine**, or if it is not in the required condition or accompanied by the corresponding **SIM** and correct accessories, you must reimburse us the cost of restoring or replacing the relevant item. Our maximum fee for this is set out in the **fees schedule**.

## Section B – Card machine maintenance services

If you choose the **card machine maintenance services**, we will provide you with the **services** set out below in addition to those set out in section A. In return, you agree to pay the **charges** in line with the **agreement**.

<table>
<tr><th>Services</th><th>Details</th></tr>
<tr><td>Maintenance services</td><td><ul><li>providing 24-hour, 7-day-a-week technical support</li><li>providing technical monitoring of your card machine, and</li><li>contacting you approximately every 3 months to ensure your card machine is working correctly.</li></ul></td></tr>
<tr><td>Enhanced replacement services</td><td><ul><li>providing a replacement card machine if any card machine or any part of it:<ul><li>develops a fault (or is damaged) as a result of accidental damage</li><li>is damaged through malice or misuse, faulty batteries or battery packs that we did not provide, faults in (or caused by) any third party device or attachment that we did not provide, or</li><li>is stolen or lost.</li></ul>However, you must return any faulty or damaged card machine to us (except in cases of theft or loss)</li><li>ensuring that any replacement card machine is configured for use with appropriate software for card transactions and refunds for cards you can accept under the agreement, and</li><li>fitting a SIM into the replacement card machine, if relevant.</li></ul></td></tr>
</table>

We will try to deliver any replacement **card machine** (including replacements provided under section A) by the end of the next **business day** after the **business day** on which you request it, but this may not always be possible.

Any replacement **card machine** will be of a similar or improved specification, but may be new or refurbished.

If you fail to return each **card machine** within 30 days of receiving a replacement **card machine**, you must pay the **card machine** non-return fee set out in the **fees schedule**. You must also pay our costs in arranging a replacement if we find any **card machine** is not faulty.

We will provide the enhanced replacement services only if, at the time the fault developed or the damage was caused, we were providing you with the **card machine maintenance services**.

## Section C – Card machine exceptional replacement services

If you choose the **card machine exceptional replacement services**, we will provide you with the **services** set out below in addition to those set out in section A. In return, you agree to pay the **card machine** replacement fee set out in the **fees schedule** when we provide a replacement **card machine** to you on the terms set out below.

| Services | Details |
|---|---|
| Exceptional replacement services | • providing a replacement **card machine** if any **card machine** or any part of it<br>    • develops a fault (or is damaged) as a result of accidental damage<br>    • is damaged through malice or misuse, faulty batteries or battery packs that we did not provide, faults in (or caused by) any third party device or attachment that we did not provide, or<br>    • is stolen or lost.<br>However, you must return the faulty or damaged **card machine** to us (except in cases of theft or loss)<br>• ensuring that any replacement **card machine** is configured for use with appropriate software for **card transactions** and **refunds** for **cards** you can accept under the **agreement**, and<br>• fitting a **SIM** into the replacement **card machine**, if relevant. |

We will try to deliver any replacement **card machine** (including replacements provided under section A) within 5 **business days** after the **business day** on which you request it, but this may not always be possible.

Any replacement **card machine** will be of a similar or improved specification, but may be new or refurbished.

If you fail to return a **card machine** within 30 days of receiving a replacement **card machine**, you must pay the **card machine** non-return fee set out in the **fees schedule**. You must also pay our costs in arranging a replacement if we find the **card machine** is not faulty.

# Dojo Plans terms

Version: 1.0

**Effective:** For customers with a **subscription plan** that signed up with us before 20 April 2026, these terms apply from 5 July 2026. For other customers, these terms apply from 20 April 2026.

**Published:** 20 April 2026

The **subscription plans** are provided to you under the **agreement**. Words and phrases in bold have the meanings given to them in the **glossary** and the additional glossary at the end of these **Dojo Plans terms**. These **Dojo Plans terms** are **additional terms** for the purposes of the **agreement**. By using a **subscription plan**, you agree to be bound by these **Dojo Plans terms**.

## 1. Subscription plan services

If you use the **services** you must subscribe to a **subscription plan**, unless we say otherwise. You can upgrade or downgrade your **subscription plan** at any time in line with these **Dojo Plans terms**. Details of each **subscription plan** are set out on the **Dojo website** and on the **customer portal** (where available).

## 2. Upgrade

If you want to upgrade your **subscription plan**, you can do so by contacting us.

By upgrading your **subscription plan**, including after a free trial period (if any), you agree to pay the applicable **subscription plan fee**. If you upgrade your **subscription plan**, the upgraded **subscription plan** will begin from the date you upgrade. If you upgrade in the middle of your billing cycle, your previous **subscription plan fee** (if you have one) and the new **subscription plan fee** will be charged on a pro rata basis for that billing cycle. You will pay the full amount of the relevant **subscription plan fee** for the next billing cycle.

## 3. Downgrade

If you want to downgrade your **subscription plan**, you can do so by contacting us.

You may downgrade your **subscription plan** at any time if we offer a **subscription plan** for you to downgrade to. However, you may have to pay a **subscription break fee**. You will still be able to use your then-current **subscription plan** until the end of the relevant billing cycle. After that, you will move to the **subscription plan** you have chosen to downgrade to.

## 4. Changes to these Dojo Plans terms

We may change these **Dojo Plans terms** in accordance with the **general terms** unless you are entitled to receive notice of a change in accordance with condition 26 of the **payment terms**.

We may add an **additional service** to a **subscription plan** at any time and you can choose whether or not you want to use it in line with the conditions set out in the **general terms** and/or the **payment terms** (as applicable).

## 5. Termination

Unless we say otherwise, these **Dojo Plans terms** automatically end if we or you end the **agreement** and/or the **payment terms** (as applicable).

## Additional glossary

**Dojo Plans terms** means these terms and conditions.

**subscription break fee** means the fee you pay if you decide to downgrade your **subscription plan** (if applicable) as set out in the **fees schedule**.

**subscription plan** means a package of certain **services** and features that we may offer you.

**subscription plan fee** means any applicable fee you pay for a **subscription plan**.

# Dojo Intelligence terms

Version: 1.0

**Effective:** These terms take effect on the date of publication.

**Published:** 20 April 2026

**Dojo Intelligence** is a **service** provided to you under the **agreement** and under a **subscription plan**, unless you and we agree otherwise. Words and phrases in bold have the meanings given to them in the **glossary** and in the additional glossaries at the end of these **Dojo Intelligence terms** and the **Dojo Plans terms**. These **Dojo Intelligence terms** are **additional terms** for the purposes of the **agreement**. By using **Dojo Intelligence**, you agree to be bound by these **Dojo Intelligence terms**.

## 1. Licence

For as long as these **Dojo Intelligence terms** continue, we grant you a limited, non-exclusive, non-transferable, revocable, non-sublicensable licence to use **Dojo Intelligence** solely for your own internal business purposes.

We grant you no other rights in **Dojo Intelligence** other than as set out in this condition and we expressly reserve and retain all rights (including, without limitation, all **intellectual property rights**) in and to **Dojo Intelligence**.

## 2. Your obligations

You must not:

- reproduce, transmit, display, copy, sell, publish, distribute, rent, lease or provide **Dojo Intelligence** to any third party
- introduce any virus to **Dojo Intelligence**
- use **Dojo Intelligence** to engage in any illegal or harmful activity
- unless required by **applicable law**, modify, adapt, change or alter any part of **Dojo Intelligence** or attempt to do any of those things
- use **Dojo Intelligence** to develop any competing product, or
- use **Dojo Intelligence** for the purpose of identifying any **data subject** or other person using **Dojo Intelligence** (including by combining **Dojo Intelligence** data with any other data set).

## 3. Exclusions

We provide you with **Dojo Intelligence** on an ‘as-is’ or ‘as-available’ basis. This means that we are not responsible for any errors in **Dojo Intelligence** and will not be liable for any claims, losses, costs, expenses or other liabilities in connection with your use of **Dojo Intelligence**.

## 4. Indemnity

In addition to what we say in the **general terms**, you also agree to indemnify (meaning fully protect) us against all claims, losses, expenses and liabilities we may suffer or incur that arise from or relate to your breach of any privacy right through your use of **Dojo Intelligence**.

## 5. Charges

Unless otherwise agreed, we will only provide **Dojo Intelligence** as part of a **subscription plan** under the **Dojo Plans terms**.

## 6. Term, suspension and termination

Unless we say otherwise, these **Dojo Intelligence terms** automatically end if we or you end the **agreement** and/or the **payment terms** (as applicable).

If you move to a **subscription plan** which does not include **Dojo Intelligence**, your right to use **Dojo Intelligence** will automatically end and these **Dojo Intelligence terms** will automatically end.

We may end or suspend these **Dojo Intelligence terms** and your right to use **Dojo Intelligence** in accordance with the **general terms** and the **payment terms** (as applicable).

## 7. Changes to these Dojo Intelligence terms

Any changes to these **Dojo Intelligence terms** will be made in accordance with condition 25 of the **general terms**.

## Additional glossary

**cardholder behaviours** means the aggregate data relating to how **cardholders** interact with you and others through the **Dojo acquiring services**.

**Dojo Intelligence** means the **cardholder behaviours** which we provide to you through the **Dojo app**.

**Dojo Intelligence terms** means these terms and conditions.

# Glossary and interpretation

Version: 2.0

**Effective:** For customers that signed up with us before 20 April 2026, these terms apply from 5 July 2026. For the glossary and interpretation provisions that apply until then, click [here](). For other customers, these glossary and interpretation provisions apply from 20 April 2026.

**Published:** 20 April 2026

## What words and phrases in bold mean

**additional services** means any **services** that are provided to you under any **additional terms** under the **agreement**.

**additional terms** means the terms and conditions found on the **Dojo website** that apply to each **additional service** including any other document you receive from us which sets out the **charges** that may apply to that **additional service**.

**agreement** means the **special conditions**, **application documents**, **fees schedule**, **general terms**, any applicable **additional terms** and this **glossary**.

**APM provider** means any third party that offers payment solutions which allow you to accept **APM transactions**.

**alternative payment method** means a payment solution provided by an **APM provider**.

**APM terms** means the **additional terms** relating to specific **alternative payment methods** and **APM providers**.

**APM transaction** means a **card transaction** or a payment solution other than a traditional card or bank payment method which is accepted by an **APM provider**.

**applicable law** means all laws and regulations (including any regulator's mandatory requirements) that apply to you or us or to any **services**.

**application documents** means:

- the customer application form documents for the **services** (including the document called the 'services agreement' or 'order form') in the form we provide, as completed in respect of you, and

- the information we request to satisfy our eligibility checks so we can assess your application and your ongoing eligibility to receive the **services**.

**assessment** means any assessment, fine, liquidated damages, fee (including arbitration fee), cost, expense or charge of any nature that a **card scheme**, a relevant financial institution or another third party makes to you or us at any time (directly or indirectly) regarding a service, payment or any other aspect of our or their relationship with you.

**authorisation** means the confirmation with the relevant **card issuer** that a **card** has sufficient funds available for the relevant **card transaction**.

**authorised user** has the meaning given to it in condition 6 of the **general terms**.

**business day** means any day that is not a Saturday, Sunday or bank holiday in any part of the UK.

**card** means any valid payment card we approve and to which the **agreement** applies.

**cardholder** means a person who is the authorised user of a **card**.

**cardholder data** means any information regarding a **cardholder** including details of any **cards** and **personal data** about the **cardholder**.

**card issuer** means a member of a **card scheme** who may issue **cards**.

**card machine** means a payment card machine we provide to you or that we authorise you to use in connection with the **services**.

**card machine services** has the meaning given to it in section A of the **service terms for card machines**.

**card machine maintenance services** has the meaning given to it in section B of the **service terms for card machines**.

**card machine exceptional replacement services** has the meaning given to it in section C of the **service terms for card machines**.

**card scheme** means Visa, Mastercard, American Express and any other card scheme we may approve.

**card transaction** means any payment made by the use of a **card**, a **card** number or in any other way authorised by the **cardholder** for funds to be debited from the **cardholder's** account, including **pre-authorised transactions** and **deferred supply transactions**.

**card transaction data** means **card transaction** details, **refund** details and any other **card** or **cardholder data**, **authorisation**, authentication responses and settlement details you have sent us. These must be in a form the relevant **card scheme** requests in line with any **applicable law** and approved by us.

**cashback transaction** means a service provided to **cardholders** where you provide cash with a **card transaction** at the point of sale. **chargeback** has the meaning given to it in condition 10 of the **payment terms**.

**charges** means all charges and fees payable under the **agreement** or in line with **applicable law**. These include fees due under the **general terms**, any **additional terms** and those set out in the **fees schedule** or that we tell you about in line with condition 8 of the **general terms** and condition 6 of the **payment terms**.

**confidential information** means the contents of the **agreement** and all information in any form received or obtained by you or us or any **group company** from, or on behalf of, you or us or any **group company** (as applicable) as a result of or in connection with the **agreement** other than:

- any information which was rightfully in the possession of the receiving party or its **group company** prior to the disclosure by the disclosing party or its **group company** of it and which was obtained on a non-confidential basis from sources other than the disclosing party or its **group company**, or
- any information which is in the public domain other than as a result of a breach of the **agreement** by the receiving party.

**collateral** means cash deposits, guarantees or other security provided to us to cover amounts you might owe us under the **agreement** and as described in condition 16 of the **payment terms**.

**customer portal** means the portal you use to access information regarding your use of the **services** through the **Dojo website** or the **Dojo app** if you have installed it.

**data protection law** means the **UK GDPR** and other laws or regulations that apply to the processing of **personal data**.

**data subject** has the meaning given in the **UK GDPR**.

**deferred supply transaction** means a **card transaction** where the goods or services are supplied to the **cardholder** at a point in time later than the **card transaction**.

**Dojo acquiring services** means the services described in condition 3 of the **payment terms** enabling you to accept **card transactions**, including our processing of those **card transactions**, and us agreeing to transfer funds to you relating to **card transactions** in line with the **agreement**.

**Dojo app** means the Dojo application you download from the Google Play Store or the Apple App Store.

**Dojo website** means www.dojo.tech.

**equipment** means all equipment, including **card machine(s)**, **payment device(s)**, **SIM(s)**, hardware and software that we have supplied to you or approved your use of in connection with the **agreement**.

**feedback** means any suggestions, ideas, enhancement proposals, comments or other feedback you provide to us in relation to the **services**.

**fees schedule** means the documents setting out the **charges**. These are:

- the generic fees and charges and the 'Interchange and scheme fee guide' shown on the fees page of the **Dojo website**
- the **application documents**, and
- the specific fees and charges we may agree with you.

**general terms** means the general terms and conditions applicable to all **services** shown on the **Dojo website**.

**glossary** means this glossary and interpretation document which explains the meaning of each of the words and phrases set out in bold and is found on the **Dojo website**.

**group company** means, in relation to you or us, any company that is part of the same group including any parent or subsidiary.

**intellectual property rights** means any patents, trademarks, service marks, domain names, business or trade names, logos, design rights, moral rights, rights in databases, copyright and related rights, software rights, inventions, know-how, trade secrets and other information, and all other intellectual property rights and similar or equivalent rights in any part of the world (whether or not registered or capable of registration). This includes all applications and rights to apply for, or for the protection of, such rights that exist now or will exist in the future.

**large corporation** means a person who is not defined in the Payment Services Regulations 2017 as a consumer, micro-enterprise or charity.

**manually entered card transaction** means a **card transaction** where the **card** is not present, where the magnetic stripe is read, or that is otherwise manually entered without the **card's** chip being used.

**minimum monthly payment** has the meaning given in the **fees schedule**.

**network** means the broadband or mobile phone network on which the **payment device** will operate.

**nominated account** means the account you hold at a financial institution that you have asked us to transfer money into and/or take money from in connection with the **services**, depending on the context. These may be different accounts if we have agreed that with you.

**operating guide** means the rules, procedures and operating instructions in connection with your use of the **services** that are found on the **Dojo website**.

**payment device** means a payment device, **card machine** or other online payment application we provide to you or that we authorise you to use in connection with the **services**.

**payment terms** means the **additional terms** for the **Dojo acquiring services** and any other payment services we provide.

**PCI DSS** means the Payment Card Industry Data Security Standard.

**PCI management services** has the meaning given to it in condition 15 of the **payment terms**.

**personal data** has the meaning given to it in the **UK GDPR**.

**personnel** means any of your or our directors, officers, employees, agents, contractors, sub-contractors or professional advisers.

**pre-authorised transaction** means a **card transaction** where you have sought **authorisation** before the debiting of the **cardholder's** account at a future time.

**privacy policy** means our privacy policy found on the **Dojo website** explaining how and why we process **personal data**.

**recurring transaction** means a **card transaction** where a **cardholder** authorises you to debit their account on a periodic, recurring basis.

**refund** means a refund you make to a **cardholder** regarding a **card transaction**, which will fully or partly reverse it.

**refund receipt** means a receipt relating to a **refund** in a form we approve, including paper receipts and emailed receipts.

**reserve** means a percentage or fixed amount of the safeguarded funds that we hold for you for a set period as security to cover anything you might owe us, including **chargebacks** or other potential costs under the **agreement**.

**sales receipt** means a receipt relating to a **card transaction** in a form we approve, including paper receipts and emailed receipts.

**scheme rules** means the rules and operating instructions issued by the **card schemes** including at http://www.visa.com, http://www.mastercard.com and http://www.americanexpress.com/merchantopguide.

**secure transaction fee** has the meaning given in the **fees schedule**.

**serious crime** has the meaning given in the Payment Services Regulations 2017, which includes offences listed in Schedule 1 of the Serious Crime Act 2007 (including money laundering, fraud and terrorist financing).

**services** means any or all of the services we provide to you under the **agreement**, including any **additional services**, access to mobile applications and websites, software, cloud-based services, **equipment** and other products and services.

**service terms for card machines** means the **additional terms** found on the **Dojo website** for the **services** which apply to our **card machines**.

**SIM** means a smart card inside a **payment device**, which can connect the **payment device** wirelessly to the **network**.

**special conditions** means any special conditions we may agree with you in a separate side letter to the **general terms** and any **additional terms**.

**tax** means all present or future taxes, charges, fees, levies or other assessments imposed by any domestic or foreign tax and revenue authority, including any penalties or interest.

**tax information** means certain information about your use of the **services** which tax and revenue authorities may require us to provide under **applicable law**.

**UK GDPR** means the General Data Protection Regulation (EU 2016/679) as it forms part of retained European Union law in the UK.

**VAT** means value-added tax.

## How the agreement should be interpreted

We have used headings for your convenience. They do not affect the meaning or interpretation of the conditions themselves. Where we refer to conditions and sections, this means conditions and sections of the **general terms** and any **additional terms** unless we say otherwise.

When we refer to 'we', 'us' or 'our', we are referring to Paymentsense Limited (including any successor business, or any person we may transfer or assign our rights or obligations to under this **agreement**). We may also be referring to a **group company**. Some **additional services** may be provided by our **group companies**. Where relevant, we will specify the name of any such **group company** in the **agreement** or applicable **additional terms**, as being the supplier of the **additional services** to you. If **additional services** are provided by one of our **group companies**, this will form part of the single **agreement** between you and us and does not create a separate agreement.

When we refer to 'you', we are referring to the person shown as the 'legal entity' in the **application documents** including (unless the context requires otherwise) your **personnel** or anyone else acting on your behalf as well as your personal representatives after your death (if you are an individual).

When we refer to a 'person', we are referring to a natural person or a corporate or unincorporated entity (whether or not it has a separate legal personality), depending on the context.

When we refer to words in the singular these include the plural and words in the plural include the singular, unless we say otherwise.

When we refer to any law, we include any amendment, extension, addition or re-enactment and any legislation made under it.

When we refer to any document or any other asset we mean that document or asset as in force or in effect for the time being and as amended, updated or replaced.