

**FEES:**

£5 monthly fee (paid at the end of each month by direct debit for websites before 1st October 2018)

Card Processing fees vary depending on the amount you process through your website

All prices shown exclude VAT at the current rate. Our VAT number is 342173229. VAT invoices available on request.

<b>Card Processing Amount Per Month</b>	<b>Fee</b>
Up To £3000	2.5% + 25p
£3000 – £5000	2.3% + 25p
£5000 – £7500	2.1% + 25p
£7500+	1.5% + 25p

**You must inform us if you think you are processing transactions to reduce your rates, this does not happen automatically.**

**Disputes and fraudulent transactions**

All disputes and fraudulent transactions are charge at the cost of the transaction plus £15 and a 1.5% handling fee.

**All payments made through the gateway will arrive in your bank 5 working days after collection via your website. With this platform, your business name appears on the customers bank statement, meaning they can easily identify where they have used their card to reduce disputes and fraud.**

## Terms and conditions of use

This 'The FoodHouse Gateway' Services Agreement ("Agreement") is a legal agreement between The FoodHouse. ("The FoodHouse", "we" or "us") and the entity or person ("you", "your", or "user") who registered on the Account page to receive certain payment, analytics and benchmarking, and other business services that may be offered by The FoodHouse and its affiliates (each, a "Service"). This Agreement describes the terms and conditions that apply to your use of the Services.

If you do not understand any of the terms of this Agreement, please contact us before using the Services.

You may not access or use any Services unless you agree to abide by all of the terms and conditions in this Agreement.

### Section A: General Terms

#### 1. Overview of this Agreement

This Agreement provides a general description of the Services. The FoodHouse may provide to you, including those allowing you to accept payments from purchasers of your goods or services to your organization (your "Customers").

Finally, Section E describes your liability to The FoodHouse for all losses connected with your Account, your agreement to resolve all disputes with The FoodHouse by arbitration and not in a lawsuit, and other legal terms that apply to you.

#### 2. Your Account

a. Registration and Permitted Activities: Only businesses (including sole proprietors), bona fide charitable organizations, and other entities or persons located in United Kingdom are eligible to apply for an Account to use the Services described in this Agreement. The FoodHouse and its affiliates may provide Services to you or your affiliates in other countries or regions under separate agreements.

To register for an Account, you or the person or people submitting the application (your "Representative") must provide us with your business or trade name, address, email, phone number, business identification number, URL, the nature of your business or activities, and certain other information about you that we require. We may also collect personal information (including name, birthdate, and government-issued identification number) about your beneficial owners, principals, and your Account administrator. Until you have submitted, and we have reviewed and approved all required information, your Account will be available to you on a preliminary basis only, and we may terminate it at any time and for any reason.

If you use Payment Services, your name (or the name used to identify you) and URL may appear on your Customers' bank or other statements. To minimize confusion and avoid potential disputes, these descriptors must be recognizable to your Customers and must accurately describe your business or activities. You may only use Payment Services to facilitate Transactions with your

Customers. You may not use Payment Services to send money to others, to conduct any personal or non-commercial transactions, or for any other purposes prohibited by this Agreement.

b. Business Representative: You and your Representative individually affirm to The FoodHouse that your Representative is authorised to provide the information described in this Section A.2 on your behalf and to bind you to this Agreement. We may require you or your Representative to provide additional information or documentation demonstrating your Representative's authority. Without the express written consent of The FoodHouse, neither you nor your Representative may register or attempt to register for an Account on behalf of a user The FoodHouse previously terminated from use of the Services.

If you are an individual trader, you and your representative also affirm that your representative is personally responsible and liable for your use of the Services and your obligations to Customers, including payment of any amounts owed under this Agreement.

The following special requirements apply to you if you are not at least 18 years old. If you are a legal entity, your representative must either obtain the consent of your board or of an authorised officer; and if you are an individual or sole proprietor, your Representative must be your parent or legal guardian. Any such approving board, authorised officer, parent, or legal guardian is responsible to The FoodHouse and is legally bound to this Agreement as if it had agreed to the terms of this Agreement itself.

c. Validation and Underwriting: At any time during the term of this Agreement and your use of the Services, we may require additional information from you to verify beneficial ownership or control of the business, validate information you provided, verify you or your Representative's identity, and assess the risk associated with your business. This additional information may include business invoices, copies of government-issued identification, business licences, or other information related to your business, its beneficial owners or principals. If you use Payment Services, we may also request that you provide copies of financial statements or records pertaining to your compliance with this Agreement or require you to provide a personal or company guarantee. Your failure to provide this information may result in suspension or termination of your Account.

You authorise us to retrieve information about you from our service providers, including credit and information bureaus. You acknowledge that this may include your name, addresses, credit history, and other data about you or your Representative. You acknowledge that we may use your information to verify any other information you provide to us, and that any information we collect may affect our assessment of your overall risk to our business. You acknowledge that in some cases, such information may lead to suspension or termination of your Account. The FoodHouse may periodically update this information as part

of our underwriting criteria and risk analysis procedures.

d. Changes to Your Business, keeping your account current: You agree to keep the information in your Account current. You must promptly update your Account with any changes affecting you, the nature of your business activities, your Representatives, beneficial owners, principals, or any other pertinent information. We may suspend your Account or terminate this Agreement if you fail to keep this information current.

You also agree to promptly notify us in writing no more than three days after any of the following occur: you are the subject of any voluntary or involuntary insolvency petition or proceeding, receivership, bankruptcy, or similar action; there is an adverse change in your financial condition; there is a planned or anticipated liquidation or substantial change in the basic nature of your business; you transfer or sell 25% or more of your total assets, or there is any change in the control or ownership of your business or parent entity; or you receive a judgment, writ or warrant of attachment or execution, or levy against 25% or more of your total assets.

#### 3. Your Relationship with Your Customers

You may only use the Services for legitimate Transactions with your Customers. You know your Customers better than we do, and you are responsible for your relationship with them. The FoodHouse is not responsible for the products or services you publicise or sell, or that your Customers purchase using the Services; or if you accept donations, for your communication to your Customers of the intended use of such donations. You affirm that you are solely responsible for the nature and quality of the products or services you provide, and for delivery, support, refunds, returns, and for any other ancillary services you provide to your Customers.

The FoodHouse provides Services to you but we have no way of knowing if any particular purchase, sale, donation, order, or other transaction (each a "Transaction") is accurate or correct, or typical for your business. You are responsible for knowing whether a Transaction initiated by your Customer is erroneous (such as a Customer purchasing one item when they meant to order another) or suspicious (such as unusual or large purchases, or a request for delivery to a foreign country where this typically does not occur). If you are unsure if a Transaction is erroneous or suspicious, you agree to research the Transaction and, if necessary, contact your Customer before fulfilling or completing the Transaction. You are solely responsible for any losses you incur due to erroneous or fraudulent Transactions in connection with your use of the Services.

#### 4. Fees and Fines

The FoodHouse will provide the Services to you at the rates and for the fees ("Fees") described in the Fee Schedule, linked here and incorporated into this Agreement. The Fees include charges for Transactions (such as processing a payment)

and for other events connected with your Account (such as handling a disputed charge). We may revise the Fees at any time. However, we will provide you with at least 30 days' advance notice before revisions become applicable to you (or a longer period of notice if this is required by applicable Law).

We may charge additional Fees for cross-border transactions and foreign exchange services. In addition to the Fees, you are also responsible for any penalties or fines imposed in relation to your Account by The FoodHouse, The FoodHouse affiliates, any bank, money services business, payment network, financial institution or other financial intermediary (each a "Financial Services Provider") resulting from your use of Payment Services in a manner not permitted by this Agreement or a Financial Services Provider's rules and regulations.

You request a complete blending of Fees for payment card processing for all merchant services charges (MSC) for all payment card brands and categories irrespective of the underlying differences in interchange fees. If you do not understand the Fee Schedule or you have a question about Fees or wish to receive unblended rates for payment card processing, please contact us.

A charge of £15 plus 1.5% will be charged for any disputed transactions and will be charged to your account if a customer disputes a transaction. This will be recovered via your payment method automatically. However, The FoodHouse will attempt to contact the customers bank to resolve this issue with your support.

#### 5. Services and Account Support

We will provide you with support to resolve general issues relating to your Account and your use of the Services. This support includes resources and documentation that we make available to you through the current versions of The FoodHouse's support pages and other pages on our website (collectively, "Documentation"). The most efficient way to get answers to your questions is to review our Documentation. If you still have questions after reviewing the Documentation, please contact us.

You are solely responsible for providing support to Customers regarding Transaction receipts, product or service delivery, support, returns, refunds, and any other issues related to your products and services and business activities. We are not responsible for providing support for the Services to your Customers unless we agree to do so in a separate agreement with you or one of your Customers.

Support is provided by contacting us at [accounts@theFoodHouse.co.uk](mailto:accounts@theFoodHouse.co.uk).

#### 6. Taxes and Other Expenses

Our fees are exclusive of any applicable sales or value-added tax, except as expressly stated to the contrary. You have sole responsibility and liability for: (i) determining what, if any, taxes or



# The FoodHouse.co.uk

## Payment Gateway Terms and Conditions

fees apply to the sale of your products and services, acceptance of donations, or payments you receive in connection with your use of the Services ("Taxes"); and (ii) assessing, collecting, reporting, and remitting Taxes for your business to the appropriate tax and revenue authorities. If we are required to withhold any Taxes, including where we are unable to validate any tax-related identification information you provide us, we may deduct such Taxes from amounts otherwise owed and pay them to the appropriate taxing authority. If you are exempt from payment of such Taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to your tax-exempt status. Upon our reasonable request, you must provide accurate information regarding your tax affairs.

We may send documents to you and tax authorities for transactions processed using the services. You agree that we may send you any tax-related information electronically.

All our rates shown are exclusive of VAT. VAT will be charged at the current rate on all transactions via our gateway. Our VAT number is 342173229.

### 7. Service Limitations, Prohibited Activities, and Security Controls

a. Compliance with Applicable Laws: You must use the Services in a lawful manner, and must obey all laws, rules, and regulations ("Laws") applicable to your use of the Services and to Transactions. As applicable, this may include compliance with domestic and international Laws related to the use or provision of financial services, notification and consumer protection, unfair competition, privacy, and false advertising, and any other Laws relevant to Transactions.

b. Prohibited Businesses and Activities: You may not use the Services, for your benefit or the benefit of another, for any activities The FoodHouse has identified as a prohibited business or activity (collectively, "Prohibited Businesses"). Prohibited Businesses include use of the Services in or for the benefit of a country, organization, entity, or person embargoed or blocked by any government, including those on sanctions lists identified by the United States or United Kingdom.

Please review the list of Prohibited Businesses thoroughly before registering for and opening a Account. If you are uncertain whether a category of business or activity is prohibited or have questions about how these restrictions apply to

you, please contact us. We may add to or update the Prohibited Business List at any time.

c. Other Restricted Activities: You may not use the Services to facilitate illegal Transactions or to permit others to use the Services for non-commercial, personal, or household purposes. In addition, you may not allow, and may not allow others to: (i) access or attempt to access non-public The FoodHouse systems, programs, data, or services; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of the Services, Documentation, or our website except as expressly permitted by applicable Laws; (iii) act as service bureau or pass-through agent for the Services with no added value to Customers; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations of the Services or enable functionality that is disabled or prohibited; (vi) reverse engineer or attempt to reverse engineer the Services except as expressly permitted by Laws; (vii) perform or attempt to perform any actions that would interfere with the normal operation of the Services or affect use of the Services by our other users; or (ix) impose an unreasonable or disproportionately large load on the Service.

d. Security Controls: We may provide or suggest security procedures and controls intended to reduce the risk to you of fraud ("Security Controls"). You agree to review the Security Controls and the Documentation that we provide to you, and to select the Security Controls that meet your business requirements. If you believe that the Security Controls, we provide are insufficient, then you agree to separately implement additional controls that meet your requirements. You may review some of the details of our Security Controls on our website.

### 8. Suspicion of Unauthorised or Illegal Use

We may refuse, condition, or suspend any Transactions that we believe (i) may violate this Agreement or other agreements you may have with The FoodHouse; (ii) are unauthorized, fraudulent or illegal; or (iii) that expose you, The FoodHouse, or others to risks unacceptable to The FoodHouse. If we suspect or know that you are using or have used the Services for unauthorised, fraudulent, or illegal purposes, we may share any information related to such activity with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations. This information may include information about you, your Account, your

Customers, and Transactions made through your use of the Services.

### 9. Disclosures and Notices; Electronic Signature Consent

a. Consent to Electronic Disclosures and Notices: By registering for an Account, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from The FoodHouse ("Notices"), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.

b. Methods of Delivery: You agree that The FoodHouse can provide Notices regarding the Services to you through our website or through the Dashboard (as defined below), or by mailing Notices to the email or physical addresses identified in your Account. Notices may include notifications about your Account, changes to the Services, or other information we are required to provide to you. You also agree that electronic delivery of a Notice has the same legal effect as if we provided you with a physical copy. We will consider a Notice to have been received by you within 24 hours of the time a Notice is either posted to our website or emailed to you.

c. SMS and Text Messages: You authorize us to provide Notices to you via text message to allow us to verify your or your Representative's control over your Account (such as through two-step verification), and to provide you with other critical information about your Account. Standard text or data charges may apply to such Notices. Where offered, you may disable text message notifications in the Dashboard by responding to any such message with "STOP", or by following instructions provided in the message. However, by disabling text messaging, you may be disabling important Security Controls on your Account and may increase the risk of loss to your business.

d. Requirements for Delivery: It should come as no surprise to you that you will need a computer or mobile device, Internet connectivity, and an updated browser to access your Dashboard and review the Notices provided to you. If you are having problems viewing or accessing any Notices, please contact us and we can find another means of delivery.

e. Withdrawing Consent: Due to the nature of the Services, you will not be able to begin using the Services without agreeing to electronic delivery of Notices. However, you may choose to withdraw

your consent to receive Notices electronically by terminating your Account.

### 10. Termination

a. Term and Termination: This Agreement is effective upon the date you first access or use the Services and continues until terminated by you or The FoodHouse. You may terminate this Agreement by closing your Account at any time by opening the data tab in your account settings, selecting "close my account" and ceasing to use the Service. If you use the Services again or register for another Account, you are consenting to this Agreement. We may terminate this Agreement or close your Account at any time for any reason by providing you Notice. We may suspend your Account and your ability to access funds in your Account, or terminate this Agreement, if (i) we determine in our sole discretion that you are ineligible for the Services because of significant fraud or credit risk, or any other risks associated with your Account; (ii) you use the Services in a prohibited manner or otherwise do not comply with any of the provisions of this Agreement; or (iii) any Law or Financial Services Provider requires us to do so.

b. Effects of Termination: Termination does not immediately relieve you of obligations incurred by you under this Agreement. Upon termination, you agree to (i) complete all pending Transactions, (ii) stop accepting new Transactions through the Service, and (iii) immediately remove all The FoodHouse or payment network logos from your website (unless permitted under a separate licence with the payment network). Your continued or renewed use of the Services after all pending Transactions have been processed serves to renew your consent to the terms of this Agreement. If you terminate this Agreement, we will pay out any remaining funds owed to you.

In addition, upon termination you understand and agree that (i) all licences granted to you under this Agreement will end; (ii) we will not be liable to you for compensation, reimbursement, or damages related to your use of the Services, or any termination or suspension of the Services or deletion of your information or account data; and (iii) you are still liable to us for any Fees or fines, or other financial obligation incurred by you or through your use of the Services prior to termination.

### Prohibited Businesses

The following categories of businesses and business practices are prohibited from using the The FoodHouse Service ("Prohibited Businesses"). Prohibited Business categories may be imposed through Network Rules or the requirements of our Financial Services Providers. The types of businesses listed in the right column are representative, but not exhaustive. If you are uncertain as to whether your business is a Prohibited Business or have questions about how these requirements apply to you, please contact us.

By registering with us, you are confirming that you will not use the Service to accept payments in connection with the following businesses, business activities or business practices.

#### Financial and professional services

Investment & Credit Services	Securities Brokers; Mortgage Consulting or Debt Reduction Services; Credit Counselling or Repair; Real Estate Opportunities; Lending Instruments
Money and Legal Services	Money Transmitters, Check Cashing, Wire Transfers, Money Orders; Currency Exchanges Or Dealers; Bail Bonds; Collections Agencies; Law Firms Collecting Funds For Any Purpose Other Than To Pay Fees Owed To The Firm For Services Provided By The Firm (E.G., Firms Cannot Use The FoodHouse To Hold Client Funds, Collection Or Settlement Amounts, Disputed Funds, Etc.)
Virtual Currency or Stored Value	Virtual Currency That Can Be Monetized, Resold, Or Converted to Physical or Digital Products and Services or Otherwise Exit the Virtual World (E.G., Bitcoin); Sale of Stored Value or Credits Maintained, Accepted and Issued by Anyone Other Than the Seller

#### IP Infringement, regulated or illegal products and services

Intellectual Property or Proprietary Rights Infringement	Sales, Distribution, Or Access To Counterfeit Music, Movies, Software, Or Other Licensed Materials Without The Appropriate Authorization From The Rights Holder; Any Product Or Service That Directly Infringes Or Facilitates Infringement Upon The Trademark, Patent, Copyright, Trade Secrets, Or Proprietary Or Privacy Rights Of Any Third Party; Use Of The FoodHouse Intellectual Property Without Express Consent From The FoodHouse; Use Of The FoodHouse Name Or Logo Including Use Of The FoodHouse Trade, Or In A Manner That Otherwise Harms The FoodHouse Or The FoodHouse Brand; Any Action That Implies An Untrue Endorsement By Or Affiliation With The FoodHouse
Counterfeit or Unauthorized Goods	Unauthorized Sale or Resale of Brand Name or Designer Products or Services; Sale of Goods or Services That Are Illegally Imported or Exported
Gambling	Lotteries; Bidding Fee Auctions; Sports Forecasting or Odds Making; Fantasy Sports Leagues with Cash Prizes; Internet Gaming; Contests; Sweepstakes; Games of Chance
Regulated Products and Services	Marijuana Dispensaries and Related Businesses; Sale of Tobacco, E-Cigarettes, And E-Liquid; Online Pharmacies; Age Restricted Goods or Services; Weapons and Munitions; Gunpowder and Other Explosives; Fireworks and Related Goods; Toxic, Flammable, And Radioactive Materials; Products and Services with Varying Legal Status on A State-By-State Basis



The FoodHouse .co.uk  
Payment Gateway Terms and Conditions

Adult Content and Services	Pornography and Other Obscene Materials (Including Literature, Imagery and Other Media); Sites Offering Any Sexually Related Services Such as Prostitution, Escorts, Pay-Per View, Adult Live Chat Features
----------------------------	---

**Unfair, predatory, or deceptive practices**

Get Rich Quick Schemes	Investment Opportunities or Other Services That Promise High Rewards
Mug Shot Publication or Pay-To-Remove Sites	Platforms That Facilitate the Publication and Removal of Content (Such as Mug Shots), Where the Primary Purpose of Posting Such Content Is to Cause or Raise Concerns of Reputational Harm
No-Value-Added Services	Sale or Resale of a Service Without Added Benefit to The Buyer; Resale of Government Offerings Without Authorization or Added Value; Sites That We Determine in Our Sole Discretion to Be Unfair, Deceptive, Or Predatory Towards Consumers

**Products or services that are otherwise prohibited by our financial partners**

Aggregation	Engaging in Any Form of Licensed or Unlicensed Aggregation of Funds Owed to Third Parties, Factoring, Or Other Activities Intended to Obfuscate the Origin of Funds
Drug Paraphernalia	Any Equipment Designed for Making or Using Drugs, Such as Bongs, Vaporizers, And Hookahs
High Risk Businesses	Bankruptcy Lawyers; Computer Technical Support; Psychic Services; Travel Reservation Services And Clubs; Airlines; Cruises; Timeshares; Prepaid Phone Cards, Phone Services, And Cell Phones; Telemarketing, Telecommunications Equipment And Telephone Sales; Drop Shipping; Forwarding Brokers; Negative Response Marketing; Credit Card And Identity Theft Protection; The Use Of Credit To Pay For Lending Services; Any Businesses That We Believe Poses Elevated Financial Risk, Legal Liability, Or Violates Card Network Or Bank Policies
Multi-Level Marketing	Pyramid Schemes, Network Marketing, And Referral Marketing Programs
Pseudo Pharmaceuticals	Pharmaceuticals and Other Products That Make Health Claims That Have Not Been Approved or Verified by The Applicable Local And/or National Regulatory Body
Social Media Activity	Sale of Twitter Followers, Facebook Likes, YouTube Views, And Other Forms of Social Media Activity
Substances Designed to Mimic Illegal Drugs	Sale of A Legal Substance That Provides the Same Effect as An Illegal Drug (E.G., Salvia, Kratom)
Video Game or Virtual World Credits	Sale of In-Game Currency Unless the Merchant Is the Operator of The Virtual World

The  **FoodHouse**.co.uk  
Payment Gateway Terms and Conditions

<p>Use of The FoodHouse In A Manner Inconsistent with Its Intended Use or As Expressly Prohibited in The FoodHouse Services Agreement</p>	<p>Use Of The FoodHouse Principally As A Virtual Terminal (E.G., Submitting Card Transactions By Manually Inputting Card Information); Processing Where There Is No Bona Fide Good Or Service Sold, Or Donation Accepted; Card Testing; Evasion Of Card Network Chargeback Monitoring Programs; Sharing Cardholder Information With Another Merchant For Payment Cross-Sell Product Or Service</p>
---	--