

Definitions, Roles & Responsibilities

Definitions:

ClubPay

A commercial organisation offering easy eCommerce facilities to sports clubs and organisations

Vendor Organisation

An organisation wishing to take advantage of the eCommerce facilities offered by ClubPay

Customer

A person, likely to be a member or prospective member of, or be otherwise associated with, a Vendor Organisation and wishing to purchase goods or services offered for sale by the Vendor Organisation through the eCommerce facilities offered by ClubPay

Store

A section of the ClubPay website dedicated to the Vendor Organisation, its products and related information.

Roles & Responsibilities:

ClubPay

The role of ClubPay is as follows:

- Building and maintaining an eCommerce store through which the Vendor Organisation can promote and sell its products & services
- Accurately and faithfully reproducing information provided by the Vendor Organisation around the organisation and its products & services
- Providing an online payment facility to Customers of the Vendor Organisation through which they can buy goods and services

ClubPay has responsibility for the following:

- Providing and maintaining the Store on behalf of the Vendor Organisation
- Providing online payment facilities through which Customers of the Vendor Organisation can purchase goods and services
- Providing monthly summaries of transactions on the Store
- Producing invoices detailing ClubPay's fees and charges
- Disbursing net income to the Vendor Organisation's nominated account via our payment provider in accordance with our published Terms & Conditions

- Maintaining confidentiality and integrity of data received through the Vendor Organisation's Store, including adherence to the Data Protection Act
- Correcting errors in the payment process; that is to say, errors that arise through technical or administrative failure within the ClubPay site. (This would not include pricing or other errors originating from the Vendor Organisation)

Vendor Organisation

The role of the Vendor Organisation is as follows:

- Offering memberships and other products for sale
- Owning and maintaining the sales relationship with their Customers

The Vendor Organisation has responsibility for:

- Stock control – telling us when to stop offering certain products for sale where stock is exhausted
- Order fulfilment – providing ordered and paid for goods and service to the Customer
- Returns & Refunds - to be managed in direct liaison with the Customer. Refunds directly to the Customer are not be available through ClubPay except in cases we have made an error
- Keeping products and other important details on the Vendor Organisation's Store accurate and up to date
- Ensuring that a point of contact within the Vendor Organisation is clearly identified (and kept up to date) within the Store
- Ensuring that the nominated point of contact (or nominee) deals with all Customer Service issues on behalf of the Vendor Organisation
- Ensuring that the nominated point of contact (or nominee) acts as a focal point for any interactions between ClubPay and the Vendor Organisation to avoid proliferation of (potentially unauthorised) contacts

Customer

The role of the Customer is as follows:

- Owns the purchasing relationship with the Vendor Organisation
- Becomes a member of the Vendor Organisation (where a membership product is purchased)

The Customer has responsibility for:

- Providing accurate cardholder data as part of the purchasing process
- Providing factually accurate and up to date information as part of any data capture process
- Abiding by the Vendor Organisation's Membership T&Cs, Codes of Conduct and the like

ClubPay's Relationship with You

Relationship:

Vendor Organisations

ClubPay's main business is the creation and hosting of eCommerce Stores through which membership and other ad hoc products can be presented for sale via the Internet to Customers of Vendor Organisations.

Payment for these products and services can be made via direct debit and any other online payment methods made available by ClubPay.

Customers

Customers of the Vendor Organisation and other interested parties can visit a Vendor Organisation's Store to browse the products and services that the Vendor Organisation has offered for sale.

For the convenience of Customers, ClubPay offers online payment facilities for these products and services. There is no direct charge by ClubPay to Customers for using this service.

ClubPay makes reasonable checks so as to prevent fraudulent activity, but we do not have control of, nor do we assume the liability or legality for the products and services that are sold through our Services. We do not guarantee the identity of any Vendor Organisation and cannot offer more than reasonable assurance that the Vendor Organisation will complete a transaction.

It is important that you are aware that there are risks of dealing with persons or people acting under false pretence. ClubPay believes these risks to be small, but if in any doubt, you are advised to verify the details presented in the Store with an officer of the Vendor Organisation before making a transaction. ClubPay ask that all Vendor Organisations offer clear instructions on alternative payment methods for Customers who do not wish to use our Service.

Eligibility:

Vendor Organisations

To be eligible for ClubPay's services, Vendor Organisations must have an official, legally recognised organisational status and must be based in the United Kingdom. Vendor Account applicants must be at least 18 years old.

Customers

Customers making purchases through ClubPay Stores must be at least 18 years old and have an account with a normal, recognised bank or building society. Youth Memberships must be purchased by an adult meeting the criteria set out above.

Privacy Policy

Our Privacy Policy governs your ClubPay Vendor Account and any information provided by Customers and Vendor Organisations through the ClubPay website.

Overview:

In order to operate the ClubPay service and to reduce the risk of fraud, ClubPay ask Vendor Organisations to provide independently verifiable information about the organisation and their bank account, and Customers to provide us with bank details and personal details sufficient to allow account validation and approval for payment.

By consenting to, and agreeing these Terms & Conditions, you also expressly consent and agree to us processing your data in the manner set out in this Privacy Policy. ClubPay takes the privacy of your personal information very seriously and will use your information only in accordance with the terms of this Privacy Policy. It is important for you to review this Privacy Policy as it applies to all services that are hosted on the ClubPay website. If you disagree with the terms of this Privacy Policy, please do not use the ClubPay service.

We will not sell or rent your personally identifiable information or a list of our customers to third parties. However, in order for us to offer our services to our users; to enhance the quality of its service from time to time; and to protect the interests of our users, we will in limited circumstances and as further described in more detail throughout this policy, share some of your information with third parties under strict restrictions.

Links to External Websites:

Some pages on the ClubPay website may include links to external, third party websites. These sites are governed by their own privacy statements, and ClubPay is not responsible for their operations. Users submitting information to or through these third party websites should review the privacy statement of these sites before providing them with personally identifiable information.

Required Information:

Vendor Organisations

To start a ClubPay Vendor Account and set up a Store, Vendor Organisations are required to provide the following information:

- Name of Organisation
- Nature of Primary Activity e.g. sport, school, pastime/hobby, social
- Legal Status e.g. Limited Company, Charity, etc
- Address of Organisation
- Primary Contact Name
- Primary Contact Address
- Primary Contact Email
- Primary Contact Telephone
- Bankers
- Name & Contact Details of a Bank Referee
- Club Website Address

In order to protect all of our customers against potential fraud we require Vendor Organisations to provide contact details for a person representing the organisation's bankers and who can act as a referee. We will take up references and make other checks as required, prior to authorising a Vendor Account.

Customers

In order to make a purchase through a Vendor Organisation Micro-Site, the Customer must provide the following information:

- Name
- Address (Billing address of the card used to make payment)
- Postcode
- Bank Account Information (sufficient to validate and process the payment transaction)
- Email address

Customers purchasing memberships from Vendor Organisations should be aware that they may be asked to supply membership-related data, as required by Vendor Organisations in order to comply with legislation in respect of health & safety, child protection, National Governing Body Accreditation Schemes and other reasonable organisation-specific requirements. This may include the disclosure of criminal convictions as required by law and/or information relating to minors.

Our Use of 'Cookies':

'Cookies' are small files of data that reside on your computer. They allow us to recognise you as a ClubPay customer if you return to the ClubPay site using the same computer and browser. You are free to decline our cookies through your browser.

Customer Service Correspondence:

If you send us correspondence, including emails and faxes, we retain such information on file. We will also retain customer service correspondence and other correspondence from ClubPay to you. We retain these records in order to keep records of our relationship, to measure and improve our customer service, and to investigate potential fraud and violations of our Terms & Conditions. We may, over time, delete these records as permitted by law.

Our Use and Disclosure of Information:

ClubPay

Our primary purpose in collecting personal information is to provide you with a safe, smooth, efficient, and customised experience. You agree that we may use your personal information to:

- Provide the services and customer support you request
- Collect fees, resolve disputes, and troubleshoot problems
- Prevent potentially prohibited or illegal activities, and enforce our Terms & Conditions
- Customise, measure, and improve our services and the content and layout of our website
- Tell you about targeted marketing, service updates, and promotional offers based on your communication preferences
- Compare information for accuracy, and verify it with third parties

Customers & Vendor Organisations

Your financial details are not stored by ClubPay. The information that we do store will NEVER be revealed to anyone, except with your express permission or if we are compelled to do by law.

If you are buying goods or services and pay through ClubPay, we may provide the Vendor Organisation with personal information as required to complete your transaction with them. The Vendor Organisation is permitted to use this information to market their services to you but you are free to opt out of all such communications. Opt out notifications for such communications should be directed to the Vendor Organisation.

Third Parties

ClubPay will not sell or rent any of your personally identifiable information to third parties, and will only disclose this information in the limited circumstances and for the purposes described in this policy.

Specifically, you consent to and direct ClubPay to do any and all of the following:

- Disclose information including, without limitation, transaction, personal details and the contents of communications to the police, security forces, competent governmental, intergovernmental or supranational bodies, competent agencies (other than tax related authorities), departments or regulatory, self-regulatory authorities or organisations, or other third parties that we in good faith believe is appropriate to cooperate in investigations of fraud or other illegal activity or potential illegal activity, or to conduct investigations of violations of our Terms & Conditions. For example, this means that if we conduct a fraud investigation and conclude that one side has engaged in deceptive practices, we can give that person or entity's contact information (but not bank account information without a court order) to victims who request it.
- Disclose information in response to requirements of civil or criminal legal process.
- Disclose information to our Payment Services Provider in order to allow us to provide our service to you. These third parties are limited by law or by contract from using the information for secondary purposes beyond the purposes for which the information was shared.

Data Processing Agreement

For the purposes of this Agreement:

- The Controller (the Vendor) processes Personal Data in connection with its business activities
- The Processor (ClubPay Ltd) processes Personal Data on behalf of other businesses and organisations (generally a Vendor or Vendors)

Consideration

In consideration of the Controller engaging the services of the processor to process personal data on its behalf the Processor shall comply with the security, confidentiality and other obligations imposed on it under this Agreement.

Security Obligations of the Processor

The Processor shall only carry out those actions in respect of the personal data processed on behalf of the Controller as are expressly authorised by the Controller.

The Processor shall take such Technical and Organisational Security Measures as are required under its own national law to protect personal data processed by the Processor on behalf of the Controller against unlawful forms of processing. Such Technical and Organisational measures shall include, as a minimum standard of protection, compliance with the following legal and practical security requirements:

- Information Security Management Systems
- Physical Security
- Access Control;
- Security and Privacy Enhancing Technologies
- Awareness, training and security checks in relation to personnel
- Incident/Response Management/Business Continuity
- Audit Controls/Due Diligence

Confidentiality

The Processor agrees that it shall maintain the personal data processed by the Processor on behalf of the Controller in confidence. In particular, the Processor agrees that, save with the prior written consent of the Controller, it shall not disclose any personal data supplied to the Processor by, for, or on behalf of, the Controller to any third party.

The Processor shall not make any use of any personal data supplied to it by the Controller otherwise than in connection with the provision of services to the Controller.

The obligations in the two clauses immediately above shall continue for a period of six years after the cessation of the provision of services by the Processor to the Controller.

Nothing in this agreement shall prevent either party from complying with any legal obligation imposed by a regulator or court. Both parties shall however, where possible, discuss together the appropriate response to any request from a regulator or court for disclosure of information.

Sub-Contracting

The Processor shall not sub-contract any of its rights or obligations under this Agreement without the prior written consent of the Controller.

Where the Processor, with the consent of the Controller, sub-contracts its obligations under this agreement it shall do so only by way of a written agreement with the Sub-Contractor which imposes the same obligations in relation to the security of the processing on the Sub-Contractor as are imposed on the Processor under this Agreement.

For the avoidance of doubt, where the Sub-Contractor fails to fulfil its obligations under any sub-processing agreement, the Processor shall remain fully liable to the Controller for the fulfilment of its obligations under this Agreement.

Term and Termination

This Agreement shall continue in full force and effect for so long as the Processor is processing personal data on behalf of the Controller.

Within 90 days following termination of this Agreement the Processor shall, at the direction of the Controller:

(a) comply with any other agreement made between the parties concerning the return or destruction of data, or;

(b) return all personal data passed to the Processor by the Controller for processing, or;

(c) on receipt of instructions from the Controller, destroy all such data unless prohibited from doing so by any applicable law.

Our Contacts with Vendor Organisations and Customers:

We will communicate with users of the website on a regular basis via email to provide our services, and we may also communicate by telephone to resolve customer complaints, respond to requests for customer service, inform you if we believe your Store or any of your transactions have been used for an illegitimate purpose, conduct customer surveys or investigate suspicious transactions.

Vendor Organisations

We use your email address to confirm your setting up of a ClubPay Vendor Account, to send you confirmation of payments made through ClubPay, to send information about important changes to our products and services, and to send notices and other disclosures required by law. Generally, users cannot opt out of these communications, but they will be primarily informational in nature rather than promotional.

Contact with Customers

We may use your email address to send various types of communications including newsletters, customer surveys and notice of special promotions. You can choose to opt out of these communications at any time by sending an email to services@clubpay.co.uk. Please note that it may take up to 48 hours to action requests.

Refunds Policy

Many of the Products offered by our Vendor Organisations are service-based and may be delivered sequentially over an extended period of time, e.g. a club membership, a coaching course. As ClubPay are not directly involved in delivery we have no means to assess the legitimacy of any claims for refund, nor are we able to assess whether a full refund or a pro-rated refund is appropriate.

In the first instance, all refund requests must therefore be addressed to the Vendor Organisation providing the Product or Service.

If you buy an item using ClubPay and either do not receive the item or receive an item that you believe is significantly different to that described by the Vendor Organisation, you must address the matter with the Vendor Organisation from whom you purchased the item. Contact details for each Vendor Organisation are provided on each page of their Store. If you cannot locate these, please contact us and we will provide them.

Your normal rights as a consumer apply to your purchase (you have the right to cancel within seven days of the Vendor Organisation's contract with you, or within seven days of receipt of the goods, whichever is the longer), but please remember that it is the Vendor Organisation who have the responsibility for protecting those rights in the first instance, not ClubPay.

As above, we will not normally make refunds directly to the Customer - these are the responsibility of the Vendor Organisation, except where any error is the fault of ClubPay. Refunds between the Vendor Organisation and the Customer may be made by cash, cheque, or other appropriate method, but will not be made through ClubPay, except where the Dispute Resolution process, below, applies.

Dispute Resolution:

ClubPay

If a dispute arises with ClubPay, we will investigate and endeavour to address the concerns raised in a fair and even-handed manner. Disputes between Vendor Organisations and ClubPay and/or Customers and ClubPay regarding our Services should be reported, in writing, by sending an email to services@clubpay.co.uk.

Customers

If your dialogue with the Vendor Organisation under the Refunds Policy, above, fails to produce a satisfactory result, you can escalate the dispute to ClubPay. It is not our policy to become embroiled in disputes and we will normally simply refund any payment(s) made, deducting any associated costs from Customer or Vendor Organisation as we deem appropriate. Our decision in such cases is final.

Where a Customer or Vendor Organisation becomes regularly involved in disputes, we reserve the right to withdraw our services, as set out in these Terms & Conditions.

Vendor Organisations

Vendor Organisations are responsible for all Reversals, Chargebacks, Claims, fees, fines, penalties and other liabilities incurred by ClubPay, a Customer, or a third party caused by the Vendor Organisation's use of the Services and/or arising out of their breach of these Terms & Conditions. The Vendor Organisation agrees to reimburse ClubPay, a Customer, or a third party for any and all such liability.

If there is a Reversal, or if the Vendor Organisation loses a Chargeback or Claim and ClubPay is required to reimburse the Customer on their behalf, the Vendor Organisation will owe ClubPay an amount equal to the Reversal, Chargeback or Claim, plus any costs incurred by ClubPay. ClubPay will deduct any funds owed from payments received through the Vendor Organisation's Store. If there are insufficient payments to cover any liability the Vendor Organisation will reimburse ClubPay through other means within 10 working days.

ClubPay may also recover amounts owed us through legal means, including, without limitation, through the use of a debt collection agency.

Chargebacks Process:

In the event of a Chargeback, we will place a temporary hold on the disputed funds and we will determine whether we should dispute the Chargeback with the buyer's bank. If we dispute the Chargeback, we will maintain a temporary hold on the disputed funds until the buyer's bank makes a decision. The buyer's bank, (and not ClubPay), will determine who wins the Chargeback.

Errors and/or Unauthorised Transactions:

Please notify us immediately by sending an email to services@clubpay.co.uk if you believe there has been or will be an error or unauthorised transaction. We will then launch an investigation into the matter.

Review of Reports of Errors and/or Unauthorised Transactions:

We will advise you of the results of our investigation within 20 Business Days after we receive your notice. If we have made an error, we will correct it promptly. If we need more time, however, we may take up to 90 Days to investigate your complaint or question.

At the end of our investigation, we will advise you of the results within 3 Business Days. If we determine that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Errors by ClubPay or Our Payment Providers:

If we discover a processing error, we will rectify the error.

Vendor Organisations

If the error resulted in your receiving less money than you were entitled to, ClubPay will credit your Bank Account for the difference. We reserve the right to approach your Customer to make good the shortfall if they were undercharged.

Customers

If the error results in you being charged more than you should have been, ClubPay will refund the extra charge to the bank account from which you made the payment. If you were undercharged, we reserve the right to ask you to make an additional payment to make good the shortfall.

Restricted Activities & Termination of Vendor Accounts

In connection with your use of our website, your Vendor Account, or the Services, or in the course of your interactions with ClubPay, a Customer or a third party, you will not:

- Breach these Terms & Conditions or any other agreement that you have entered into with ClubPay (including a Policy)
- Breach any law, statute, contract, or regulation (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination or false advertising)
- Infringe ClubPay's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy
- Act in a manner that is obscene, defamatory, libellous, unlawfully threatening or unlawfully harassing
- Provide false, inaccurate or misleading Information
- Send or receive what we reasonably believe to be potentially fraudulent or unauthorised funds
- Refuse to cooperate in an investigation or provide confirmation of your identity or any Information you provide to us
- Attempt to "double dip" or undertake any action which could amount to unjust enrichment during the course of a dispute by receiving or attempting to receive funds from both ClubPay and the seller, bank, or credit card company for the same transaction
- Conduct your business or use the Services in a manner that results in or may result in complaints, Disputes, Claims, Reversals, Chargebacks, fees, fines, penalties and other liability to ClubPay, a Customer, a third party or you
- Receipt by ClubPay of excessive complaints regarding your Vendor Account or associated products offered for sale
- Use your Account or the Services in a manner that ClubPay or our payment processors reasonably believe to be an abuse of the bank's processes and systems
- Undertake activity that presents a credit or fraud risk to us

- Disclose or distribute a Customer or Vendor Organisation's Information to a third party, or use the Information for marketing purposes unless you receive their express consent to do so
- Send unsolicited email to a Customer or Vendor Organisation
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure
- Facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or Information
- Copy, reproduce, communicate to any third party, alter, modify, create derivative works, publicly display or frame any content from the Web Site(s) without our or any applicable third party's written consent
- Take any action that may cause us to lose any of the services from our internet service providers, payment processors, or other suppliers
- Use the Service to test credit card behaviours
- Do, or omit to do, or attempt to do or omit to do, any other act or thing which may interfere with the proper operation of the Service or activities carried out as part of the Services or otherwise than in accordance with the provisions of these Terms & Conditions

If you engage in any Restricted Activities, we may take various actions to protect ClubPay, a Customer, a third party, or you from Reversals, Chargebacks, Claims, fees, fines, penalties and any other liability. The actions we may take include but are not limited to the following:

- We may close, suspend, or limit your access to your Store or ClubPay's payment services;
- We may contact third parties and disclose details of the Restricted Activities in the manner set out in our Privacy Policy;
- We may update inaccurate Information you provided us;
- We may refuse to provide our Services to you in the future;
- We may hold your funds for up to 180 Days if reasonably needed to protect against the risk of liability; and
- We may take legal action against you.

Termination of Vendor Accounts by ClubPay:

If a Customer or Vendor Organisation engages in Restricted Activities and at our sole discretion (acting reasonably), we may end your Vendor Account or suspend your access to payment facilities at any time where expedient to do so.

If we close your Vendor Account, we will provide you with notice of the termination and details of any undisputed funds that we are holding. If we suspend the Vendor Organisation's Store or suspend a Customer's access to payment facilities, we will provide you with notice and opportunity to request restoration of access if appropriate.

Closing Your Vendor Account

You may close your Vendor Account at any time by notifying us in writing, by sending an email to services@clubpay.co.uk. Any funds owing to the Vendor Organisation will be disbursed in strict accordance with our standard Disbursement Policy.

You may not close your Vendor Account to evade an investigation. If you attempt to close your Vendor Account while we are conducting an investigation, we may hold your funds for up to 180 Days to protect ClubPay or a third party against the risk of Reversals, Chargebacks, Claims, fees, fines, penalties and other liability. You will remain liable for all obligations related to your Vendor Account, even after the Vendor Account has closed.

Tax Policy

It is the responsibility of the Vendor Organisation to determine what, if any, taxes apply to the payments they receive, and it is their responsibility to collect, report and remit the correct tax to the appropriate tax authority. ClubPay is not responsible for determining whether taxes apply to Vendor Organisation disbursements, or for collecting, reporting or remitting any taxes arising from any transaction.

Intellectual Property

The URLs representing the ClubPay website(s), "ClubPay," and all related logos of our products and services described in our website(s) are either copyrighted by ClubPay, trademarks of ClubPay or registered trademarks of ClubPay. In addition, all page headers, custom graphics, button icons, and scripts are either copyrighted by ClubPay, service marks, trademarks, and/or trade dress of ClubPay. You may not copy, imitate, modify, alter, amend or use them without our prior written consent.

Warranty & Indemnification

We provide the Services to you subject to your statutory rights but otherwise provided without any warranty or condition, express or implied, except as specifically stated in this Agreement.

ClubPay does not have any control over the products or services that are paid for via our Service and ClubPay cannot ensure that a Vendor Organisation will actually complete the transaction.

ClubPay does not guarantee continuous, uninterrupted or secure access to our Service. Operation of our Web Site and/or your Store(s) may be interfered with by numerous factors outside of our control. We shall not be liable for any delay in the failure in our provision of the Services under this Agreement where such failure is due to factors beyond our reasonable control. You acknowledge that your access to the Web Site and/or your Store(s) may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services.

ClubPay will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts and debit and credit cards are processed in a timely manner but ClubPay makes no representations or warranties regarding the amount of time needed to complete processing because our Service is dependent upon many factors outside of our control, such as delays in the banking system or card networks.

Similarly, ClubPay cannot be responsible for the payment processing process which is enacted on our behalf by a specialist third party provider. This includes refused or failed payments. In circumstances where the Customer feels that their transaction(s) have been declined without good reason we will make best endeavours to identify and rectify any issues so that the payment can be processed normally. However, this

cannot be guaranteed and from time-to-time we may have to advise Customers to use other payment methods.

We make every effort to ensure that the information contained in our correspondence, reports, on the Web Site and given verbally by our directors, officers and staff is accurate to the best of our belief at the time the information is provided. However, we cannot guarantee the accuracy of all such information in all circumstances and contexts, and no reliance should be placed on such information by you. You must check all correspondence between us carefully and tell us as soon as possible if it includes something which appears to you to be wrong or not made in accordance with your instructions.

Indemnification:

You agree to defend, indemnify and hold ClubPay, our affiliates, officers, directors and employees harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your, your employees or agent's breach of these Terms & Conditions, breach of any law and/or use of the Services.

Notices to ClubPay

Notices to ClubPay made in connection with this agreement must be sent by postal mail to our registered office address, below.

Contacting ClubPay

We are:

Company Name:	ClubPay Ltd
Registered Office:	International House, 142 Cromwell Road, Kensington, London SW7 4EF
Company No:	6448605
Place of Registration:	England & Wales
Country of Domicile:	United Kingdom
Email:	services@clubpay.co.uk
Telephone:	Provided on request only