

1. Terms of Use

This document sets out terms and conditions (“Terms”) under which CardAlpha Ltd makes available its Point of Sale (“POS”) solution and associated Webstore and Ecommerce services (“Ecommerce services”) to a Customer. By applying for CardAlpha’s POS solution and/or Ecommerce services, or by using the CardAlpha POS solution and/or Ecommerce services, the Customer expressly agrees to be bound by the terms which govern the use of such solutions and services.

2. Definitions

The following definitions will apply throughout the Terms.

CardAlpha Ltd (“CardAlpha”, “us”, “we”, “our”) is a UK based company with Company Number 11507291.

Customer (“merchant”, “you”, “your”) means an individual registered as a sole trader or a limited company represented by a beneficial owner or a director holding no less than 25% of voting shares or decision making authority in the limited company, holding an account with CardAlpha. The beneficial owner or director will represent the Limited Company to open an account and to supply important legal information to us or our Partner(s).

The Customer will be the primary person responsible for using the POS solution and Ecommerce services or delegating the operation of POS solution and Ecommerce services to an Authorised User (“User”) by sharing account details (the Customer will remain responsible for the User’s conduct in case such account details are shared).

End Customer means a retail customer, buying goods or services at the Customer's retail establishment or webstore.

Card reader (“Terminal”) refers to a physical, secure device certified by Visa and MasterCard for the acceptance of card payment transactions.

Partner refers to a legal entity with whom CardAlpha has an agreement for the provision of services associated with its POS solution and Ecommerce services.

CardAlpha’s Partner for in-store or cardholder-present, payment processing services (“**Merchant acquiring**”) is Bambora AB, a Swedish Payment Institution with a license to offer Merchant acquiring services across Europe including the UK, under an appropriate permissions regime.

CardAlpha’s Partner for ecommerce or cardholder-not-present payment processing services (“Ecommerce Merchant acquiring”) is Stripe Payments Europe Ltd. (“Stripe”).

CardAlpha's partner for procuring card readers is Payworks GmbH ("Payworks"), who also supply payment processing services ("Payment Gateway Services") to Bambora AB.

POS solution refers to a Smartphone or Tablet-based Application ("App"), which enables the creation and management of a product catalogue including product images, prices, applicable discount rates, VAT rates, and inventory stock positions. The POS solution also enables the creation of a sales order ("shopping basket") and tracks cash or card payments. For card payments, the POS solution integrates with the Terminal to initiate sales purchase transactions and refund transactions.

Ecommerce services refers to a subscription based software service that allows a Customer's inventory of goods or services to be published online under a dynamic URL link determined by a Customer supplied webstore name and CardAlpha's domain (CardAlpha.uk), and further provides both online shopping cart and Ecommerce merchant acquiring services in partnership with Stripe.

Customer Sign-up refers to an application made by the Customer to CardAlpha, via the App for opening an account with CardAlpha for POS solution and Services.

3. Use of the POS solution

CardAlpha grants you, a limited, non-exclusive, non-transferable, revocable licence to use the POS solution under the Terms. You are responsible for all activities undertaken on the POS solution including the addition, modification or deletion of product catalogue information, creation of shopping orders, and the associated purchase transactions, modification and deletion of orders, refund transactions, and operation of receipt services including digital receipts.

Our integrated POS solution is delivered in partnership with our Partners who will remain responsible for the respective services operated by them.

As part of the integrated service offering, we will facilitate an introduction to, and sharing of your application data with Bambora, to enable you to enter into a separate contract with Bambora AB for the provision of merchant acquiring services including financial settlements to your bank account for card payments.

The sales purchase transactions, refund transactions, financial settlements of such transactions, any disputes/chargebacks related to such transactions and customer service matters will be governed via a separate contract between Bambora AB and You, the Customer. Should any customer service matters be brought to our attention, we will forward the same to Bambora AB within a reasonable period.

CardAlpha is not responsible for the performance of products and services provided by Bambora AB.

4. Card reader

During the Customer Sign-up process, via our App or our Website, you will be presented with details about the Card reader, the pricing and the option to pay for the Card reader via a single direct debit payment or six equal monthly instalment payments via direct debit.

The date of the direct debit will be within five days of the date of Application being submitted to CardAlpha (for the single direct debit option). Should you choose to pay in six instalments, the first direct debit date will be within five days of application submission, and the subsequent instalments will be charged at approximate monthly intervals thereafter.

Once you give your consent for either of the above options, you agree to pay us the full amount for the Card reader plus VAT charges and further allow us as CardAlpha to charge your nominated bank account via a direct debit service, for the price of the Card reader and applicable VAT charges, as disclosed to you during the on-boarding session via the App and on our website.

We will place an order for the Card reader with Payworks, and we will arrange with Payworks to have the Card reader dispatched directly to your place of business. Any order for a Card reader, placed with Payworks is non-cancellable and non-refundable.

If for any reason, we do not receive payment in full for the Card reader and applicable VAT charges, we reserve the right to discontinue your use of the POS services. These rights are in addition to any other legal rights we may have, which we may also rely upon to recover the amounts due to us.

We as CardAlpha are not responsible for the performance of the Card reader provided by Payworks but can contact Payworks at your request, to arrange for repair or replacement (as per warranty terms supplied by the Card reader manufacturer and provided on our website) if the Card reader is found defective and if it is within the warranty period.

CardAlpha's POS solution and associated services provided by its partners including merchant acquiring service by Bambora AB and the supply and performance of the card reader by Payworks, is provided on an "as is" and "as available" basis without any representation or warranty by CardAlpha.

5. Ecommerce services

Upon receiving an application for web store and ecommerce payment services via the POS app, CardAlpha can, subject to applicable underwriting checks, provide Ecommerce services including webstore services where you can publish your inventory of goods or services, accept orders directly from your end customers and accept payments via Stripe, CardAlpha's partner for online payments processing.

You will be responsible for entering content regarding your goods and services, prices, descriptions, images onto the POS system. You will also be responsible for ensuring delivery of your goods and/or services to the end customer.

We utilise the Stripe Connect platform to onboard your application with Stripe and will share your business details and beneficial owner / director/sole trader details with Stripe to enable them to carry out Know-Your-Customer and Anti-Money Laundering checks.

The sales purchase transactions, refund transactions, financial settlements of such transactions, any disputes/chargebacks related to such transactions and customer service matters will be governed via a separate contract between Stripe and You, the Customer. Should any customer service matters be brought to our attention, we will forward the same to Stripe within a reasonable period.

CardAlpha is not responsible for the performance of products and services provided by Stripe.

Stripe will provide you with their terms and conditions during the account opening process which will be initiated within the CardAlpha POS App and for reference purposes these conditions are available at <https://stripe.com/gb/connect-account/legal>.

6. Pricing

CardAlpha currently provides the POS mobile app / tablet app software at no charge to its Customers.

Charges are applicable for goods and services provided by our Partners. Based on the information provided by our Partners, we share pricing information with our Customers via our Tablet or Smartphone-based App session (during Customer sign-up) and also via our website.

Pricing information for the POS solution is provided in two parts.

Pricing for the Card reader is based on costs provided by the Supplier, Payworks. We provide a price illustration to you via the App in the on-boarding session (during Customer sign-up) or via our website at <https://www.cardalpha.com/#pricing>.

Payment(s) for the Card reader will be collected via direct debit and the date of the direct debit will be within five days of the date of Application being submitted to CardAlpha (for the single direct debit option). Should you choose to pay in six instalments, the first direct debit date will be within five days of application submission, and the subsequent instalments will be charged at approximate monthly intervals thereafter.

Pricing for the Merchant Acquiring services is based on information provided by Bambora AB to CardAlpha and is further provided by CardAlpha to the Customer during the on-boarding session via the App (during sign-up) or via our website <https://www.cardalpha.com/#pricing>.

You will be provided with a detailed summary of terms and conditions including pricing by Bambora AB via a separate email communication as part of and during your contract set-up with Bambora AB.

Pricing for the Ecommerce Merchant Acquiring services is based on a monthly subscription based price for the Webstore determined by us and a transaction based pricing based on information provided by Stripe to us. You will be provided with information on both types of prices during the on-boarding session via the App (during sign-up) or via our website <https://www.cardalpha.com/#pricing>.

The start date for subscription payments will be the first day of the next succeeding month from the date when the Ecommerce Services application is received and processed by CardAlpha. Subsequent payments will continue to be taken on a monthly basis until the service is cancelled by the Customer.

By using our POS solution and/or our Ecommerce services you agree to pay the applicable fee and charges as specified by us for the respective solution and services.

7. Data privacy

CardAlpha will use Customer information, in connection with the utilisation of the POS solution and/or Ecommerce services in accordance with its Privacy Policy available at :

www.cardalpha.com/privacy-policy

You agree to be bound by the Privacy Policy by visiting our website and/or by using our POS solution and/or Ecommerce services.

You further agree to allow us to use non-personal data and on occasion share such data with partners to build anonymous data profiles, and to build new products and services including business-finance and digital banking products.

8. Limitation of Liability

CardAlpha will not be liable for any direct, indirect, consequential damages including but not limited to damages for loss of business turnover, profits, goodwill, data or other intangible losses from the use of or the inability to use the POS solution (in full or in part), Ecommerce services (in full or in part) un-authorized access to your data or from your operation of the Merchant acquiring service, Ecommerce merchant acquiring service or Card reader supplied by our Partners.

In any event, our aggregate liability to you in connection with these Terms is limited to a sum total of £25.

9. Indemnity

You shall indemnify CardAlpha, its officers, employees, and partners from and against all losses, expenses, liabilities, damages, and costs to the extent that such Costs are attributable to any breach by you or by your User of any representations, warranties or other obligations set out in this Agreement. Any violation of this clause may result in loss of features, up to and including termination of your account. You will indemnify us against any costs, fines or damages incurred by us due to your or your User's failure to comply with this clause.

10. Business Use

CardAlpha's POS solution and Ecommerce services are provided for use in business, and you agree for the purposes of this agreement, that you are a business entity and as such, any statutory consumer protection provisions do not apply to CardAlpha's POS solution and Ecommerce services and this agreement.

11. Applicable law

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed under and governed, to the exclusion of the law of any other forum, by the laws of England and Wales, without regard to the jurisdiction in which any action or special proceeding may be instituted.