

TERMS AND CONDITIONS – NOCHEX PARTNER SCHEME

1. DEFINITIONS AND INTERPRETATION

In this contract:-

- 1.1. “We, Us or Our” means Nochex Ltd (Company Number 03940921);
- 1.2. “You, Your, Yourself or Partner” means you (the Person, Partnership, Company or Organisation entering into this agreement with Nochex Ltd);
- 1.3. “Net Processing” means the value of Sale transactions less the value of Refund transactions less the value of chargebacks;
- 1.4. “Our Website” means www.nochex.com;
- 1.5. “Referral Commission” means commission the Partner earns based on the Net Processing values of Referred Merchants;
- 1.6. “Referred Merchant, Referral or Merchant” means a business who has applied for a Nochex Merchant Account or Nochex Seller Account using the Partner referral links;
- 1.7. “The Scheme” means the Nochex Partner Scheme;
- 1.8. “Written notice” means notice issued by any of the following methods, delivered in person or sent by email, post, or by fax;

2. INTRODUCTION

This agreement forms the Framework Terms and Conditions which apply to Your participation in The Scheme. By applying to join The Scheme You agree that You have read, understand and are bound by these Terms and Conditions.

- 2.1. By participating in The Scheme You agree;
 - 2.1.1. This is a commercial agreement;
 - 2.1.2. This agreement does not fall within the scope of The Unfair Consumer Contracts Regulations.

2.2. The purpose of The Scheme is the promotion of Nochex Merchant and Seller Accounts, as detailed on Our Website, through Your website and referral links in exchange for a Referral Commission.

We may curtail, cease or withdraw The Scheme at any time and at our sole discretion.

Should The Scheme be withdrawn We will:

2.2.1. Send You Written Notice to let You know;

2.2.2. Honour Referral Commission due to You for all Referred Merchants as per the Terms and Conditions herein.

3. QUALIFYING

3.1. In order for a business to qualify as Your Referred Merchant, the business must:

3.1.1. Arrive on Our Website via the integration links;

3.1.2. Apply for and be accepted by us for a Nochex Merchant or Seller Account

3.2. You will not be eligible to receive a Referral Commission relating to any Merchant who has held, or applied for, any type of Nochex account prior to applying for an account using Your Partner links.

3.3. You are not allowed to refer Yourself as a Merchant nor are You allowed to refer other Partners as Merchants nor are other Partners allowed to refer You as a Merchant. Such Referrals will not be eligible to receive a Referral Commission.

4. REFERRAL COMMISSION

4.1. You will be eligible to earn Referral Commission for all qualifying Referred Merchants for the life of the Referral from the date the Referred Merchants application was accepted.

4.2. We reserve the right to alter the Referral Commission rate at any time at Our sole discretion. Such instances may be triggered by, but are not limited to, negotiating a new processing rate with a Referred Merchant. Where Referral Commission rates change we shall notify you of such changes. The latest Referral Commission rates are available on request from our Partner Team

4.3. All payments of Referral Commission will be made to Your registered bank account. You will need to register Your bank account once Your Partner application has been accepted.

- 4.4. Payment of Referral Commission is subject to a minimum payout of £10. You may increase this minimum payout value within your Partner control panel however you may not reduce the minimum payout value to below £10.
- 4.5. Where outstanding Referral Commission is less than the minimum payout value it will be carried forward to the following month and will continue in this manner until it reaches or exceeds the minimum payout value.
- 4.6. Referral Commission is paid within 45 days of the month end in which the commission was earned.
- 4.7. If a refund is processed against a sale transaction that has previously generated a Referral Commission, We reserve the right to reduce the Referral Commission accordingly.
- 4.8. If a Referred Merchant receives a chargeback or disputed transaction against a sale transaction that has previously generated a Referral Commission, We reserve the right to reduce any outstanding Referral Commission accordingly.
- 4.9. It is Your responsibility to ensure any relevant taxes are administered and paid on Your Referral Commission. Referral Commission is deemed to be exempt from VAT and/or any equivalent tax. However should the tax authorities rule otherwise then the Referral Commission will be deemed to include such VAT and/or equivalent tax as may be determined by the tax authorities.

5. TERM OF AGREEMENT

- 5.1. The term of this agreement will begin upon Our acceptance of Your Partner application and will end when terminated by either party.
- 5.2. Either party has the right to terminate this agreement at any time upon issuing a Written Notice to the other party.
- 5.3. You are only eligible to earn Referral Commission on transactions processed during the term of this agreement as per the provisions set out in clause 4.
- 5.4. On termination of this agreement We reserve the right to withhold payment of any outstanding Referral Commission until such time as a final payment calculation can be reasonably made.

6. LIMITATION OF LIABILITY

6.1. You agree that under no circumstance will We or any of Our Directors, Officers, Employees or other representatives be liable for damages arising out of or in connection with this agreement. This includes (but is not limited to) direct, indirect, special or consequential damages, loss of business, revenue, profits or data in relation to Your participation in The Scheme.

6.2. In addition to clause 6.1 Our total liability with respect to The Scheme will not exceed the total Referral Commission still due to You under this agreement at the time the event that gave rise to the liability took place.

7. DISCLAIMERS

We make no warranties, express or otherwise implied, with respect to participation in The Scheme.

8. RELATIONSHIP OF PARTIES

8.1. The Scheme defined in this agreement is intended to be carried out on the understanding that both parties are acting as independent contractors and there is no attempt to form any partnership, joint venture, agency, sales representative, or employment relationship in this agreement.

8.2. Furthermore neither party has the authority to create liability against the other party

9. MODIFICATION

We reserve the right to alter the terms detailed within this agreement at anytime. We shall notify You of any changes We make to this agreement.

10. SEVERANCE

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall remain in force.

11. GOVERNING LAW AND JURISDICTION

This agreement will be governed by the laws of England and both parties hereby agree to be bound exclusively by the jurisdiction of English law without reference to rules governing choice of laws.