

**Schedule 1 – Glossary****This Schedule 1 was published on 3 April 2023**

<b>Acquirers</b>	means the Relevant Acquirer and (where the context shall permit or require) DNAP in its capacity as a provider of the DNAP Acquiring Services;
<b>Acquiring Services</b>	means the services provided by the applicable Acquirer to enable the Merchant to accept Transactions, in accordance with the Payment Scheme Rules, made by any applicable Payment Method;
<b>Agreement</b>	means the agreement between DNAP (entering it on its own behalf and on behalf of the Relevant Acquirers pursuant to clause <b>Error! Reference source not found.</b> of <b>Error! Reference source not found.</b> ), Optomany and the Merchant, incorporating the Merchant Application Form and the Merchant Conditions, in respect of the provision of the Services;
<b>Affiliate</b>	means, in respect of any entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity within the meaning set out in section 1124 of the Corporation Tax Act 2010;
<b>API</b>	means the Merchant Application Form Programming Interface (being a set of routines, protocols, and tools) developed by DNAP to provide some or all of the Services to the Merchant via a secure internet connection between the Merchant's system and DNAP's system;
<b>Applicable Laws</b>	means, in respect of a party, all applicable laws, treaties, regulations and conventions and all applicable rules, regulations, codes of practice and requirements of any Regulatory Bodies (including the Payment Scheme Rules, the PCI DSS and the FCA Rules) in any jurisdiction to which that party is subject, in each case for the time being in force (and including, for the avoidance of doubt, anti-money laundering, anti-terrorism, anti-tax evasion, tax and consumer protection laws, the Data Protection Legislation, the Payment Services Directive (2015/2366/EU), the PSR and The Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017);
<b>Authorisation</b>	means the process whereby the Merchant seeks or obtains (as applicable), at the time of the relevant Transaction, confirmation from the Card Issuer (directly or indirectly) that the relevant Card may be used for the purposes of such Transaction;
<b>axept® Services</b>	means such services as set out in Schedule 4 - axept® Master Terms and Conditions and provided by Optomany;
<b>Blended Rate</b>	means pricing option whereby an MSC is expressed as a fixed percentage of the Transaction value payable by the Merchant to DNAP for providing Acquiring Services. For the avoidance of doubt, in case of Blended Rate pricing option, Interchange Fees and Scheme Fees shall be included in the MSC.
<b>Business Day</b>	means a day other than Saturday and Sunday on which banks are open for business in the UK;
<b>Card</b>	means any form of a valid, unexpired credit, debit, charge, purchase, or other payment card issued by a Card Issuer under a Payment Scheme;
<b>Card Issuer</b>	means a financial institution which issues Cards to Cardholders under the authority of the relevant Payment Scheme;
<b>Card Number</b>	means a number that identifies a Card in order to process a Transaction;
<b>Card Transaction</b>	means Transactions utilising or involving a Card;
<b>Cardholder</b>	means a Person who or which is the authorised user of a Card;
<b>Card-Not-Present Transaction</b>	means a telephone order, mail order, Ecommerce Transaction or any other Card payment conducted at any Online Outlet or where neither the Card nor the Cardholder is present at the relevant Retail Outlet;
<b>Chargeback</b>	means a Card Transaction that's reversed by the Cardholder's Card Issuer after they dispute a charge on their account. Chargebacks may also be referred to as payment disputes;
<b>Chargeback Costs</b>	means any costs which are incurred (or are to be incurred) by DNAP or an Acquirer incur in connection with the relevant Chargeback;



<b>Clear</b>	means the transfer of funds to the account of the Merchant from DNAP for the amount due in respect of a Pay by Bank app Transaction (and <b>Clearance</b> shall be construed accordingly);
<b>Collateral</b>	means the Security Deposit and/or the Rolling Reserve (as the context shall permit or require);
<b>Commencement Date</b>	means the date on which the Merchant Application Form is submitted to DNAP by the Merchant (or, if earlier, the date on which the Merchant otherwise signs or agrees to the Merchant Application Form);
<b>Consumables</b>	means receipt rolls, ink cartridges, and other consumables;
<b>Contactless Transaction</b>	means a Card Transaction for an IC Card using near-field communication technology;
<b>Contactless Transaction Limit</b>	means the limit set by any applicable Payment Scheme from time to time for the value of a Contactless Transaction;
<b>Controller</b>	has the meaning set out in the GDPR;
<b>Core IPR</b>	has the meaning set out in clause <b>Error! Reference source not found.</b> of <b>Error! Reference source not found.</b> ;
<b>Credit</b>	means any credit to be made to a Customer's account by the Merchant by way of Refund or for the resolution of a dispute or complaint with a Customer;
<b>Credit Voucher</b>	means a document issued for the purpose of recording a Credit, in the form provided or approved by DNAP from time to time;
<b>Currency</b>	means the currency or currencies set out in the table of 'Commercial Terms' in the Merchant Application Form (or as may be notified by DNAP to the Merchant from time to time);
<b>Customer</b>	means a Person (including a Cardholder, where the context permits) who or which has ordered goods and/or services from the Merchant, where payment for such order is to be received by the Merchant through use of the Services;
<b>Customer Account</b>	means an account which a Customer has registered to use on the E-Comm or M-Comm platform of a Merchant in order to purchase goods and/or services from that Merchant;
<b>Data</b>	means documents, data, and records of any kind relating to Transactions (including, for the avoidance of doubt, data relating to Cards and Personal Data relating to Customers);
<b>Data Control</b>	has the meaning set out in clause <b>Error! Reference source not found.</b> of <b>Error! Reference source not found.</b> ;
<b>Data Protection Impact Assessment</b>	means an assessment relating to Personal Data as referred to in Article 35(1) of the GDPR, insofar as applicable to the Protected Data;
<b>Data Protection Legislation</b>	means any applicable laws relating to the protection of personal data and privacy in force from time to time, including (i) the GDPR; (ii) the Data Protection Act 2018; and (iii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426);
<b>Data Subject</b>	has the meaning set out in the GDPR;
<b>Data Subject Request</b>	means a request made by a Data Subject to exercise any rights of such Data Subject under Data Protection Legislation relating to the Protected Data;
<b>Developed IPR</b>	has the meaning set out in clause <b>Error! Reference source not found.</b> of <b>Error! Reference source not found.</b> ;
<b>DNAP Acquiring Services</b>	means such of the Acquiring Services as are provided by DNAP, as notified by DNAP to the Merchant from time to time;
<b>DNAP Group Company</b>	means any subsidiary of DNAP, any holding company of DNAP, and any subsidiary of any holding companies of DNAP from time to time (and for these purposes, "subsidiary" and "holding company" have the meanings set out in s.1159 of the Companies Act 2006);
<b>DNAP Services</b>	means the DNAP Acquiring Services and (if any) the Relevant Services, where DNAP is identified as a service provider in the Merchant Application Form;
<b>Documentation</b>	means: <ul style="list-style-type: none"> <li>a) any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Payment Terminal;</li> <li>b) Mastercard documentation in relation to Zapp and Pay by bank App, including Zapp Rules, User</li> </ul>



Experience, Consumer Disputes, Software Licence which may be made available by DNAP;

<b>Ecommerce Transaction</b>	means a Transaction undertaken via the internet using a terminal, personal computer, or any other mode of electronic communication;
<b>Effective Date</b>	means the date on which DNAP notifies the Merchant in writing that the Merchant has been approved for the Services (or, if applicable, such later date as is specified by DNAP in such notification as being the date on which the Services are to commence);
<b>Electronic Link</b>	means any computer system, server, or network used by the Merchant to communicate with DNAP or with Cardholders;
<b>ePoS</b>	means the electronic point of sale (EPOS) system, whether a terminal or any other hardware device provided by DNAP, in accordance with the Agreement, where applicable, as more particularly defined in the Merchant Application Form and which shall include such operating system and other software installed into such EPOS by the manufacturer or by DNAP;
<b>FCA</b>	means the UK Financial Conduct Authority (and its successors from time to time);
<b>FCA Rules</b>	means the applicable rules contained in the FCA Handbook of rules and guidance and any other applicable rules or guidance issued from time to time by the FCA;
<b>Fees</b>	means all Transaction Fee and Non-transaction Fee, as set out in the Merchant Application Form, and all other charges, sums or amounts payable by the Merchant in accordance with the provisions of the Agreement;
<b>Fines</b>	means any and all fines, levies, costs, expenses, charges, assessments, or imposition of liabilities of any nature which a Payment Scheme, a Card Issuer, an Acquirer, or a Regulatory Body requires the Merchant or an Acquirer to pay or which are otherwise directly or indirectly recovered from the Merchant or an Acquirer by a Payment Scheme, a Card Issuer, an Acquirer or any Regulatory Body at any time and which relate to any aspect of the Acquirer's relationship with the Merchant (including in connection with the Transactions and the provision of the Services);
<b>Floor Limit</b>	has the meaning set out in clause <b>Error! Reference source not found.</b> of <b>Error! Reference source not found.</b> ;
<b>Force Majeure</b>	means an event or sequence of events beyond a party's reasonable preventing or delaying it from performing its obligations under Agreement including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Agreement, strike, lockout or boycott or other industrial action including those involving DNAP's or its DNAPs' workforce, but excluding the Merchant's inability to pay or circumstances resulting in the Merchant's inability to pay;
<b>Gateway Documentation</b>	means any and all manuals, operating policies and procedures, and other written materials in any form or format provided or made accessible to the Merchant in conjunction with any element of the Gateway Services, as amended by DNAP from time to time;
<b>Gateway Fees</b>	means (where applicable) the fees payable by the Merchant to DNAP for the provision of the Gateway Services, as set out in the Merchant Application Form (or as may be increased from time to time pursuant to clause 25 of <b>Error! Reference source not found.</b> );
<b>Gateway Services</b>	means technical services which support the processing of Authorisations and capturing requests and the transmission of Data between the Merchant and the Cardholder and/or between the Merchant and an Acquirer to enable a Transaction over the internet;
<b>Gateway Set-Up Fee</b>	means the fee charged to configure Gateway Services, as set out in the Merchant Application Form;
<b>Gateway Software</b>	means all protocols, software components, and other interfaces and software relating to the Gateway Services provided by DNAP directly or by DNAP on behalf of third parties to Merchant or accessed by Merchant pursuant to the Agreement, including any and all updates;
<b>GDPR</b>	means the General Data Protection Regulation, Regulation (EU) 2016/679, as it forms part of domestic law in the UK by virtue of section 3 of the European Union (Withdrawal) Act 2018 (including as further amended or modified by the laws of the United Kingdom or of a part of the United Kingdom from time to time);
<b>Goods</b>	means Payment Terminals and related accessories, spare parts and Documentation and other physical material set out in the Merchant Application Form or in Order and to be supplied by DNAP to the Merchant in accordance with the Agreement;



<b>IC Card</b>	means a Card bearing a chip or other electronic component designed to perform processing and/or memory functions;
<b>IC++ (Interchange fee plus plus)</b>	means pricing option whereby MSC consists of Processing Fee which is expressed as a percentage of the Transaction value and is payable by the Merchant to DNAP for providing Acquiring Services on top of Interchange Fees and Scheme Fees;
<b>IDTA</b>	means the UK International Data Transfer Agreement and addendum effective as of 21 March 2022 as a transfer tool to comply with Article 46 of the UK GDPR when making restricted transfers, or any update which amends, replaces, or supersedes these;
<b>Indemnified Parties</b>	means DNAP, Optomany, the Relevant Acquirers, the Payment Schemes, and the Card Issuers;
<b>Interchange Fees</b>	mean a fee that the Acquirer pays to Card Issuers each time a Card is used to buy goods or services;
<b>IPR</b>	means all intellectual property rights, including patents, trademarks, design rights (whether requiring registration or otherwise), Merchant Application Forms for any of the foregoing, copyright, database rights, know-how, trade secrets, trade or business names, domain names, and any similar rights in any country whether currently existing or created in the future, together with the right to sue for and recover damages or other relief in respect of infringements of any of them;
<b>IPR Claim</b>	has the meaning given in clause 10.1 of Schedule 10;
<b>Location</b>	means the address or addresses for delivery of the Payment Terminal as set out in the Merchant Application Form or in the Order;
<b>Losses</b>	means any actions, claims, damages, demands, expenses (including legal fees and court fees), losses, and liabilities made against, suffered, incurred, or paid by the Indemnified Parties;
<b>Mail Order/Telephone Order Transaction (or MO/TO Transaction)</b>	means, for Mail Order, a Sale Transaction that occurs when the Cardholder makes a purchase from a Merchant by mail and, for Telephone Order, means a Sale Transaction that occurs when the Cardholder uses a telephone to make a purchase from a Merchant;
<b>Merchant</b>	means the Person named as such on the Merchant Application Form;
<b>Merchant Affiliate</b>	means any subsidiary of the Merchant, any holding company of the Merchant and any subsidiary of any holding companies of the Merchant from time to time (and for these purposes, "subsidiary" and "holding company" have the meanings set out in s.1159 of the Companies Act 2006);
<b>Merchant Application Form</b>	means the Merchant Application Form, incorporated into the Agreement and forming an integral part thereof, which is submitted to DNAP (including via online means) by or on behalf of the Merchant in respect of its application for the Services;
<b>Merchant Bank Account</b>	means the bank account nominated by the Merchant for the purpose of receiving payments from DNAP and making payments to DNAP in connection with the Agreement, as set out in the Merchant Application Form or such other bank account as may be agreed by DNAP from time to time in accordance with clause <b>Error! Reference source not found.</b> of <b>Error! Reference source not found.</b> ;
<b>Merchant Button</b>	means the code and design of the Pay by Bank App checkout options that are offered to Customers on a Merchant website or Merchant Application Form to initiate a Transaction. The Merchant Button code and design must comply with the Documentation requirements;
<b>Merchant Conditions</b>	means the terms and conditions applicable to the Agreement, as set out in the Schedules;
<b>Merchant Liabilities</b>	means any existing, future, actual, contingent, or potential debt or liabilities of the Merchant to DNAP, a DNAP Group Company, an Acquirer and/or the Payment Schemes (in each case, whether in connection with the Agreement or any other agreement and whether liquidated or unliquidated and irrespective of the currency of its denomination), including any unpaid Fees, Merchant Service Charges, Chargebacks and Refunds or other debt or liability arising out of or in connection with any Transactions or the Merchant's obligations under the Agreement;
<b>Merchant Service Charge</b>	means the charge consisting of the Interchange Fees plus Scheme Fees plus Processing Fees payable by the Merchant to DNAP for providing Acquiring Services;
<b>Merchant Sites</b>	means such of the Merchant Affiliates which: (a) are specified (if any) in the Merchant Application Form; and (b) from time to time DNAP has expressly agreed in writing may receive all or any of the Services;
<b>Merchant Systems</b>	means any hardware or software used by Merchant to access website(s) operated or maintained by DNAP through which Transactions are submitted for processing, and all other associated systems;



<b>Minimum Term</b>	means the minimum duration for the provision of the asept® Services or Acquiring Services with effect from the Effective Date, as specified on the Merchant Application Form or the Order as the case may be;
<b>MIT Mandate</b>	means the mandate that is set up between a Customer and the Merchant which allows the Merchant to collect MIT Transactions from their linked Customer Account;
<b>MIT Transaction</b>	means a Transaction type where the Merchant has set up a Merchant Initiated Transaction (MIT) Mandate with the Customer which authorises the Merchant to collect payments from the Customer;
<b>Network</b>	means the Public Switched Telephone Network (PSTN,) Broadband, or mobile telephone network upon which asept® Services will operate;
<b>Non-transaction Fee</b>	means any fees, or charges, which are not Transaction Fees, and which are listed in the Merchant Application Form;
<b>Online Outlet</b>	means the Merchant's website (and any other online, electronic, mobile, or other medium for conducting sales or transactions by remote means) operating in the Permitted Country where the Merchant sells goods and/or services and utilises a Payment Method to accept payments for goods and/or services;
<b>Operator</b>	means Vocalink Limited, a company registered in England and Wales (registered number 06119048) with its registered office at 1, Angel Lane, London, EC4R 3AB or any other company which DNAP shall notify the Merchant from time to time;
<b>Optomany</b>	means Optomany Limited, a company incorporated in England and Wales whose registered number is 08541806 and whose registered office is at 10 Lower Grosvenor Place, London SW1W 0EN;
<b>Order</b>	means the electric or physical form (including its schedules, annexes and appendices (if any)) ordering asept® Services from Optomany AND / OR the Goods from DNAP, incorporating these Merchant Conditions;
<b>Outlets</b>	means the Online Outlets and the Retail Outlets;
<b>Pay by Bank app or PBBA</b>	means the mobile payments network that utilises Zapp functionality to provide financial payment Transaction processing and authorising services that are made available by the Operator to the Merchant (through various channels including M-COMM, E-COMM and SMB F2F) under the Pay by Bank app mark in accordance with the Documentation using Zapp functionality. Such term may also be used to describe the action of making a payment through the network;
<b>Payment Method</b>	means a method of enabling the Merchant to accept payments by Customers (including by means of any Card, telecommunication, digital or IT device or software, online and offline bank transfer, direct debits offered by Payment Schemes or similar), in each case as may be authorised by the Acquirer to the Merchant in writing from time to time;
<b>Payment Scheme</b>	means any Person which regulates, governs, oversees, provides and/or facilitates the provision of a Payment Method (including, as applicable, Visa, Mastercard, Diners Club International, American Express, Klarna, Giropay and iDEAL and such other Persons as may be notified by DNAP to the Merchant in writing from time to time);
<b>Payment Scheme Marks</b>	means any words, names, logos, trade names, distinctive signs, logotypes, trademarks, service marks, trade designations, and other designations, symbols and other marks which the relevant Payment Scheme owns, manages, licenses, or otherwise controls;
<b>Payment Scheme Rules</b>	means all applicable rules, by-laws, regulations and operating guidelines issued by the Payment Schemes from time to time in place relating to the Services, Cards, Transactions, Payment Methods and any payments or processing of Data relating thereto;
<b>Payment System</b>	means all equipment, software, technical standards, and procedures used by the Merchant (and the Merchant's Personnel or other applicable third parties) in respect of Transactions and the electronic extraction, retention, storage, transmission or other processing of Data in connection with the Agreement;
<b>Payment Terminal</b>	means such point of sale card payment terminal (or other devices), including EPoS, which is specified in the Merchant Application Form and which is to be used for processing Transactions;
<b>PCI DSS</b>	means the Payment Card Industry Data Security Standards, as released or updated from time to time by the Payment Card Industry Security Standards Council (or any successor organisation);
<b>PCI PTS</b>	means the PCI PIN Transaction Security Requirements, as released or updated from time to time, incorporating PIN Entry Device Security Standards, as published by the Payment Card Industry Security



Standards Council (or any successor organisation);

<b>Permitted Country</b>	means each applicable country or geographical area as set out in the table of 'Commercial Terms' in the Merchant Application Form (or as may be notified by DNAP to the Merchant from time to time);
<b>Person</b>	means any individual, corporation, firm, unincorporated association (whether or not having separate legal personality), government, state or agency of a state and joint venture or any other natural or legal person (including the legal and personal representatives, successors and permitted assigns of any of the foregoing);
<b>Personal Data</b>	has the meaning set out in the GDPR;
<b>Personal Data Breach</b>	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Protected Data transmitted, stored or otherwise Processed by DNAP, Optomany or any Sub-processor;
<b>Personnel</b>	means, in respect of a party, any and all employees, officers, agents, contractors, consultants, advisers and/or representatives of such party;
<b>PIN</b>	means a 'Personal Identification Number', being a numeric code which is used as a means of Cardholder identification for a Card Transaction;
<b>Portal</b>	means the Merchant's online portal which is provided by or on behalf of DNAP for use by the Merchant in connection with the Agreement and the provision of the Acquiring Services and (where applicable) the Gateway Services (and such other Services as DNAP may determine, in its absolute discretion, from time to time);
<b>Price</b>	has the meaning given in clause <b>Error! Reference source not found.</b> of Schedule 10;
<b>Privacy Policy</b>	means DNAP's privacy policy at <a href="https://dnapayments.com/page/privacy-policy">https://dnapayments.com/page/privacy-policy</a> (as may be updated from time to time);
<b>Procedure Guide</b>	means any procedure guide or other instructions provided by DNAP or a Relevant Acquirer to the Merchant relating to the processing of Transactions, Chargebacks, use of Services and/or the use of Payment Methods (including as may be varied, appended or updated from time to time);
<b>Processing</b>	has the meaning set out in the GDPR (and <b>Process</b> , <b>Processes</b> and <b>Processed</b> shall be construed accordingly);
<b>Processing Fees</b>	mean the costs DNAP incurs (other than Interchange Fees and Scheme Fees) to provide Acquiring Services, plus the Acquirer's margin, as set out in the Merchant Application Form (or as may be increased from time to time pursuant to clause 25 of <b>Error! Reference source not found.</b> );
<b>Processor</b>	has the meaning set out in the GDPR;
<b>Protected Data</b>	means the Personal Data described in Annex 1 to <b>Error! Reference source not found.</b> and any other Personal Data Processed by DNAP on behalf of the Merchant pursuant to or in connection with the Agreement;
<b>PSR</b>	means The Payment Services Regulations 2017;
<b>Reason Code</b>	has the meaning set out in clause <b>Error! Reference source not found.</b> of <b>Error! Reference source not found.</b> ;
<b>Recurring Sales Transaction</b>	means a repetitive periodic Transaction agreed in writing and in advance between the Merchant and the Cardholder for which the Merchant debits the Cardholder's Card (such as subscriptions, payment of insurance premiums by instalments);
<b>Recurring Sales Transaction Authority</b>	means a Cardholder's prior written authority (in a form approved by DNAP) for the Merchant to debit the Cardholder's Card account in relation to a Recurring Sales Transaction. The written authority must set out the amount and frequency of the recurring charge and the duration of time during which such charges may be made;
<b>Refund</b>	means the reimbursement of all or part of the value of a Transaction to a Customer by such means as shall have been approved by DNAP or the Relevant Acquirer, which represents the complete or partial reversal of a Transaction with the intention of crediting the Customer's account (in each case either at the Merchant's request or as initiated by DNAP or the Relevant Acquirer);
<b>Regulatory Body</b>	means the FCA, the Payment Schemes, the European Payments Council, the European Commission, the European Central Bank, any applicable banking, Settlement or clearing system and any governmental body or other regulatory authority having jurisdiction over a party (including its rights or responsibilities under the Agreement), any Acquirer or any DNAP Group Company;



<b>Relevant Acquirers</b>	means Persons identified as such in the Merchant Application Form and such other Persons as may be notified by DNAP to the Merchant from time to time as providers of Acquiring Services for the purposes of the Agreement;
<b>Relevant Acquiring Services</b>	means such of the Acquiring Services as are provided by the Relevant Acquirers, as notified by DNAP to the Merchant from time to time;
<b>Relevant Agreement</b>	has the meaning set out in clause <b>Error! Reference source not found.</b> of <b>Error! Reference source not found.</b> ;
<b>Relevant Services</b>	means various ancillary services rendered by DNAP to effect Card Transaction, including the Gateway Services (in each case, where shown in the Merchant Application Form as being included);
<b>Relevant Termination</b>	has the meaning set out in clause <b>Error! Reference source not found.</b> of <b>Error! Reference source not found.</b> ;
<b>Remittance</b>	means payment by DNAP to the Merchant of Settlement, after deduction of the amounts referred to in clause <b>Error! Reference source not found.</b> of <b>Error! Reference source not found.</b> ;
<b>Remittance Timescale</b>	means the timescales for Remittance (after the date of receipt by DNAP of the relevant Transaction Data) as set out in the table of 'Commercial Terms' in the Merchant Application Form (or as may be notified by DNAP to the Merchant from time to time);
<b>Reserve Account</b>	means an account under the applicable Acquirer's sole control where Collateral are credited;
<b>Retail Outlet</b>	means the place of business of the Merchant located in the Permitted Country and any other venue located in the Permitted Country where the Merchant sells goods and/or services and utilises a Payment Method to accept payments for goods and/or services (other than any Online Outlet);
<b>Rolling Reserve</b>	means an amount withheld by DNAP from Settlement to guarantee payment of the Merchant Liabilities;
<b>Rolling Reserve Rate</b>	means the percentage of the Settlement received by DNAP from the Payment Schemes or the Acquirers which DNAP shall be entitled to deduct from Settlement, as may be notified by DNAP to the Merchant from time to time;
<b>Sale Goods</b>	means the goods supplied or to be supplied by the Merchant which are the subject of a Sale Transaction;
<b>Sale Items</b>	means the Sale Goods and the Sale Services;
<b>Sale Services</b>	means the services supplied or to be supplied by the Merchant which are the subject of a Sale Transaction;
<b>Sale Transaction</b>	means a sale of goods and/or services supplied or to be supplied by the Merchant to a Customer which is paid for by a Payment Method;
<b>Sales Draft</b>	means the form of invoice used by the Merchant for the purpose of completing and recording a Sale Transaction (including the amount payable by the Customer), in the form provided or approved by DNAP from time to time;
<b>Scheme fees</b>	mean fees paid by the Acquirer (and Card Issuers) to the Payment Schemes including fees for scheme services and fees for processing services;
<b>Security Deposit</b>	means funds provided (or to be provided) to DNAP by the Merchant (including by way of conversion by DNAP of the Rolling Reserve in accordance with clause <b>Error! Reference source not found.</b> of <b>Error! Reference source not found.</b> ) as a security to guarantee payment of the Merchant Liabilities;
<b>Services</b>	means the Acquiring Services and/or the Relevant Services and/or axept® Services and/or other services provided in connection with the Agreement (as the context shall permit or require);
<b>Settlement</b>	means the sums due to the Merchant representing funds received by DNAP from the Payment Schemes in respect of the DNAP Acquiring Services and/or funds received by DNAP from a Relevant Acquirer (and which were received by the Relevant Acquirer from the Payment Schemes where applicable) in respect of Transactions (where applicable, after deduction of any Refunds, Chargebacks, Transaction Fees or other permitted deductions in accordance with the terms of the Agreement) and <b>Settle</b> shall be construed accordingly;
<b>SIM Card</b>	means any SIM (subscriber identity module) card provided by DNAP for use with the Payment Terminal;
<b>Software</b>	means the collective set of programs and data developed and/or operated by or on behalf of DNAP and provided to the Merchant so that it can receive the relevant Services;
<b>Specification</b>	means the description, or Documentation provided for the Payment Terminals and their packaging set



out or referred to in the Schedule 10;

<b>Standard Contractual Clauses</b>	means the standard contractual clauses for the transfer of Personal Data to Processors established in third countries, as approved by the European Commission in Decision 2010/87/EU, or any set of clauses approved by the European Commission which amends, replaces or supersedes these;
<b>Stop List</b>	means: (i) such list as may be supplied by DNAP to the Merchant from time to time, containing particulars of lost, stolen, misappropriated, blocked and/or cancelled Cards; or (ii) any other communication or advice (in whatsoever form) issued or made available by or on behalf of DNAP to the Merchant from time to time indicating that a Card is lost, stolen, cancelled, misappropriated, blocked or cancelled or that a Card is otherwise invalid or that it should not otherwise be accepted by the Merchant in respect of any Transaction;
<b>Sub-processor</b>	means any data processor (including any DNAP Group Company) appointed by DNAP to Process Protected Data on behalf of the Merchant;
<b>Supervisory Authority</b>	means any regulatory authority responsible for the enforcement of Data Protection Legislation;
<b>Term</b>	means the duration of the Agreement as long DNAP, Relevant Acquirers and / or Optomany provide Services to the Merchant;
<b>Terminal Receipt</b>	means a receipt printed in respect of each Transaction conducted through an electronic data capture device;
<b>Trading Limit</b>	has the meaning set out in clause <b>Error! Reference source not found.</b> of <b>Error! Reference source not found.</b> ;
<b>Transaction</b>	means: (a) any use of a Card: (i) to purchase goods or services; (ii) to obtain cash; (iii) to make a payment to a third party; (iv) to transfer value to another card or account; or (v) for the purposes of loading credit or other value (whether on issue or initial distribution or by way of 'top up') to a Card; (b) any other payment transaction which is effected using a Payment Method; (c) any other transaction or associated activity involving a Card, including Authorisations, Refunds, Chargebacks; and/or (d) rejections of attempted Transactions (in each case, as the context shall permit or require);
<b>Transaction Data</b>	means data relating to a Transaction and the associated Sales Draft, Terminal Receipt, Credit Voucher or other documentation relating to such Transaction, submitted or to be submitted by the Merchant to DNAP in accordance with clause <b>Error! Reference source not found.</b> of <b>Error! Reference source not found.</b> ;
<b>Transaction Disputes</b>	mean any dispute in relation to a Pay by Bank app Transaction;
<b>Transaction Fee</b>	means Merchant Service Charge and Authorisation fee, and such other fees which may be designated by DNAP as Transaction Fee;
<b>UK</b>	means the United Kingdom;
<b>Virtual Terminal or VT</b>	means an online device used to capture Card details for submitting Card-Not-Present Transactions to an Acquirer;
<b>Virtual Terminal User Guide</b>	means the user guide supplied by DNAP with Merchant's VT (or as varied by DNAP from time to time), which sets out the detailed procedures and operating instructions which the Merchant must follow in connection with accepting and processing Transactions via the VT and other obligations;
<b>VT Services</b>	means the provision of a VT via the internet by DNAP to the Merchant to enable the Merchant to process Transactions;
<b>Warranty Period</b>	has the meaning given in clause 8.4 of Schedule 10;
<b>Zapp</b>	means the functionality of the technology, operations, and services provided by the Operator under the Zapp marks in accordance with the Documentation, together with any further associated products or services provided by the Operator from time to time under and subject to the Documentation;
<b>Zapp Data</b>	mean all information and data generated by or provided to the Operator in relation to Pay by Bank app and Zapp, including all Pay by Bank app Transaction Data;
<b>Zash App</b>	means an Android-based Epos software Merchant Application Form, including any updates, patches, additional features, for processing orders and accepting payments, which may also include table management, staff management, kitchen setup, and sales and reporting functions, and other functions as developed and / or activated by Zash AB or DNAP; and
<b>Zash Solution</b>	means Zash merchant portals including DNA Payments Control Centre, Zash web portals, PAXStore, DNA Payments Merchant Portal, ODIN, as updated, and any other merchant interfaces replacing the





above or added from time to time.