



# PXP Links

## Terms & Conditions

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### 1. PXP Links Terms of use

- 1.1. These PXP Links terms of use (the “**Terms**”) apply to your use of the PXP Links service (the “**Service**”) provided by PXP Financial Limited (“**PXP**” or “**us**”).

### 2. About PXP

- 2.1. PXP Financial Limited is authorised payment institution under the Payment Services Directive 2017 by the Financial Conduct Authority (FCA) (registration number 504318). PXP is incorporated under the laws of England and Wales with company number 05433326 having its registered office address at the Corn Mill, Roydon Road, Stanstead Abbotts, Hertfordshire, SG12 8XL, UK.

### 3. Our relationship with you

- 3.1. These Terms, and any other terms and conditions referred to in these Terms, make up the agreement between you and us.
- 3.2. You are advised to print or download and keep a copy of these Terms for future reference. You can always view the current Terms on our Website.

### 4. How the Service works

- 4.1. The Service allows you to pay for goods and services with your Card or Alternative Payment Method (as the case may be) to a Merchant via a payment link provided to you by the Merchant. Such payment link may be sent to your email address or via a text message to your phone number, or otherwise (as the case may be). Please note that the payment link is automatically generated by the Merchant and may also be time limited in which case the expiration period shall be indicated in the email or text message, or otherwise communicated to you by the Merchant (as the case may be).

#### 4.2. To pay:

- a. You must open the email or text message sent to you and click on the payment link. You will be redirected to a secured PXP payment checkout page where you will be asked to select your payment method, i.e. via a Card or to choose from a list of available Alternative Payment Method.
- b. Once you have selected your payment method you will be asked to input your Card details, or in the case of Alternative Payment Method, your account information and click on the “pay” button.

- c. Once you have provided the requested information and clicked on the "pay" button, we will initiate the Transaction by securely communicating with the Issuer of your Card in accordance with the Card Scheme Rules, or your account servicing Alternative Payment Method Service Provider in the case of Alternative Payment Method. Please note that you must hold sufficient funds in your Card or in your Alternative Payment Method Account to cover the Transaction including any applicable fees and charges. Please also note that depending on your agreement with the Issuer of your Card or your account servicing Alternative Payment Method Service Provider, you may be asked to additionally authenticate the Transaction. In case of insufficient funds in your Card or in your Alternative Payment Method Account, or if the Transaction has not been successfully authenticated, the Issuer of your Card or your account servicing Alternative Payment Provider (as the case may be) may reject to process the payment in which case the Transaction will be cancelled and you will be redirected to a cancelation page.
  - d. Where the Transaction is approved by the Issuer of your Card or your account servicing Alternative Payment Method Service Provider, you will be redirected to a confirmation page in which case you will be able to proceed with your purchase of the relevant goods and/or services with the Merchant. Please note that the Issuer of your Card or your account servicing Alternative Payment Provider will transfer the relevant funds in line with any timeframes you have agreed with them.
5. When we might refuse to initiate a Transaction via PXP Links
  - 5.1. We reserve the right in our sole discretion to refuse to initiate a Transaction via the Service if:
    - a. You provide us with incomplete or incorrect information of your Card or Alternative Payment Method Account;
    - b. If applicable, you do not complete the Transaction within the payment link expiration period;
    - c. We are required to do so to comply with our internal policies and procedures, PXP Terms of Use, the Applicable Law and the Card Scheme Rules;
    - d. The Transaction is, or we have reasonable suspicions to believe that it is, fraudulent or otherwise unlawful.
6. Liability and Warranties
  - 6.1. If you believe that a Transaction was unauthorised or incorrectly executed, you must, as soon as possible, contact the Issuer of your Card or your account servicing Alternative Payment Method Service Provider from which the payment was made.

- 6.2. If we have been at fault in any way for the unauthorised or incorrectly executed Transaction, we will deal with this directly with the Issuer of your Card or your account servicing Alternative Payment Method Service Provider without involving you.
- 6.3. Subject to the foregoing and to the greatest extent permitted by law, we shall not be liable for any disruption or impairment of our Service or for disruptions or impairments of intermediary services on which we rely for the delivery of the Service, provided that such disruption or impairment is due to abnormal and unforeseeable circumstances beyond our reasonable control or the control of the intermediary affected.
- 6.4. We do not endorse any Merchant, nor products and services offered by them. We are not liable for any products and/or services you have purchased from any Merchant. Any disputes between you and a Merchant regarding purchased products and/or services, including, but not limited to, delivery delays or failed deliveries, quality and/or quantity of purchased goods and/or services and others, must be dealt with between you and such Merchant directly.
- 6.5. Nothing in these Terms shall operate to exclude liability for death or personal injury due to negligence or for fraud or fraudulent misrepresentation or for any statutory liability that cannot be excluded or amended by agreement between the parties.
- 6.6. We make no express warranties, guaranties or conditions to you with respect to the Service except as set out in these Terms, and all implied and statutory warranties and conditions, including without limitation any warranty or condition of fitness for a particular purpose are hereby expressly disclaimed except where implied or statutory warranties cannot be disclaimed by Applicable Law.

## 7. Suspension

- 7.1. We may suspend the Service at any time to address technical issues and to update the Service to bring it into line with changes to Applicable Law and Card Scheme Rules.

## 8. Fees

- 8.1. The Merchant, the Issuer of your Card, and/or your account servicing Alternative Payment Method Service Provider may charge you fees in line with any terms you have agreed with them. We have no control of any such fees.

## 9. Your data

- 9.1. When you use the Service we collect data relating to you and your identity, such as your name, bank account and/or Alternative Payment Method Account details which are used for executing the Transaction. You explicitly consent to us accessing, processing, and retaining any data you provide to us, for the purposes of providing the Service to you, each time you use the Service. This does not affect our respective rights and obligations under the applicable data protection legislation.
- 9.2. You may withdraw this consent at any time. If you withdraw consent, we will cease using your data for the purpose of providing the Service, but may continue to process your data for other purposes where we have other lawful grounds to do so, such as where we are legally required to keep records of transactions or you continue to receive other services from us.
- 9.3. The processing of your data is governed by our Privacy Policy which can be accessed here. You should print and keep a copy of the Privacy Policy together with these Terms.

## 10. Changes to the Service and these Terms

- 10.1. We reserve the right to make changes to the Service and will amend the Terms as necessary. You are therefore encouraged to read the Terms each time you use the Service.

## 11. Complaints

- 11.1. Any complaints about us or the Services we provide should be addressed to us in the first instance by contacting support@pxp.io. You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from any other query. We send you a complaint acknowledgement by post or by email within 48 hours of receiving your complaint in accordance with our complaints procedure. You may request a copy of our complaints procedure at any time by contacting support@pxp.io.
- 11.2. We endeavour to provide you with an answer or resolution to your complaint within the timeframes as outlined by the UK Financial Ombudsman Service. Should this not be possible due to unforeseen circumstances or lack of information, we will contact you.
- 11.3. If your complaint is not resolved to your satisfaction, you may contact the UK Financial Ombudsman Service at Lincoln House, Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

## 12. Miscellaneous

- 12.1. No person other than you shall have any rights under these Terms.
- 12.2. These Terms are personal to you and you may not assign any rights under the Terms to any third party.
- 12.3. These Terms shall be governed by and interpreted in accordance with the laws of England and Wales. Any dispute under these Terms or otherwise in connection with the Service shall be brought exclusively in the English courts unless otherwise required by law.
- 12.4. If any part of these Terms is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

## 13. Definitions

Various terms in these Terms of Use have a defined meaning as follows:

**"Alternative Payment Method"** means any payment method that is not cash or Card such as digital wallets, bank transfers and others provided by an Alternative Payment Method Service Provider;

**"Alternative Payment Method Account"** means an online payment account with an Alternative Payment Method Service Provider in the name of an account holder;

**"Alternative Payment Method Service Provider"** means a third party financial institution and payment service provider such as banks, electronic money issuers, account initiation service providers, account information service providers, and others;

**"Applicable Law"** means with respect to any person all provisions of laws, statutes, ordinance, rules, regulations, permits, certificates, judgments, decisions, decrees, or orders of any governmental authority applicable to such person.

**"Card"** means a physical or digital (virtual) payment card such as a credit card, a debit card, or a prepaid card, issued by an Issuer in the name of a cardholder that allows such cardholder to purchase goods and services in-store or electronically;

**"Card Scheme"** means a card payment system, such as VISA®, MasterCard®, or others, including national or local systems;

**"Card Scheme Rules"** means a set of rules determined by a Card Scheme;

**"Issuer"** means a third party licenced by a Card Scheme to issue Cards;

**"Merchant"** means a third party offering goods and services online and/or in stores;

**"pXP Terms of Use"** means the pXP general terms of use as amended from time to time which are available here;

**“Transaction”** means the placing, transferring, or withdrawing funds, or an attempt thereof, whether for a purchase or another purpose, initiated electronically or otherwise;

**“Website”** means pxp.io;

**“You”, “your”** means you, the natural person or legal entity entering into these Terms.