

# CONSENT OUTSOURCING POLICY

## KEY PRINCIPLES

This policy applies where either the Supplier EEA or the Supplier UK outsources consent requirements to the Client and can be enforced by either the Supplier EEA or the Supplier EEA against the Client, depending on which of the entities is outsourcing the consent requirements.

## 1. DEFINITIONS

1.1 For the purposes of this Consent Outsourcing Policy, the following words and phrases will bear the following meanings:

“**Agreement**” means the agreement (including both the Key Terms and General Terms and Conditions), together with any schedules, annexes, policies, guidelines and procedures (as set out in the Key Terms and GTC) and amendments agreed in writing and executed by both parties from time to time. In the event of any conflict between the documents that comprise the Agreement, unless there is specifically a statement to the contrary in the General Terms and Conditions, the Key Terms shall prevail over the General Terms and Conditions which shall prevail over any schedules, annexes, policies, guidelines and procedures. Any amendments agreed in writing and duly executed by the Parties shall expressly state which paragraphs and clauses in which document they vary.

1.2 For the purposes of this policy only, references to Supplier shall mean either the Supplier EEA or the Supplier UK, depending on which is the relevant outsourcing party.

1.3 Capitalised terms which are not defined above shall have the meanings set out elsewhere in the Agreement.

## 2. OBLIGATIONS

2.1 The obligations set out in this policy shall apply retrospectively to all End Users and for all End Users in the future.

2.2 Payment Initiation Services and Account Information Services and cannot be provided without the End User’s explicit consent or payment authorisation respectively.

2.3 As set out in Articles 67 and 94 of the PSD2 in order to be able to obtain the End User’s explicit consent in:

2.3.1 a Payment Transaction, there must be evidence of the End User’s explicit request for the Supplier to provide the payment initiation service;

2.3.2 an Information Transaction, information needs to be made available to the End User to enable them to make an informed decision, and to understand what the End User is consenting to – i.e., the End User must understand the nature of the service being provided to them.

2.4 As the Supplier is responsible for the regulated activity, the Client shall ensure that the End User understands that the Supplier is carrying out a regulated activity as a third-party provider as set out in this Agreement, and that neither the Merchant nor the Client is carrying out this activity.

2.5 The Client warrants that:

2.5.1 the Supplier's consent and payment transaction authorisation screens (or those of its Merchants whatever the case may be) shall be displayed at the appropriate stage in the End User’s journey and the End User shall know at all times that the principal regulated party in the provision of the regulated activity is the Supplier – and satisfy all explicit consent and authorisation requirements under Applicable Law;

2.5.2 it has reviewed all of its Merchants’ online terms and conditions and privacy policies to ensure that they satisfy or contradict all explicit consent, authorisation and GDPR requirements under Applicable Law;

2.5.3 it has reviewed its Merchants’ privacy notices to ensure that such privacy notices makes reference to the Merchants transferring personal data to the Supplier.

- 2.6 All End Users must have a clear understanding of who they contact in the event of any dispute, error or problem with any transaction processed by the Supplier. The Supplier's role in undertaking the regulated activity must be made clear to the End User.
- 2.7 Client shall permit the Supplier to undertake an annual audit of the Client's activities relating to this policy to ensure compliance with the requirements of this policy ("**Consent Audit**") as well as an infrequent number of dip testing of Merchant / End User onboarding throughout each 12-month period ("**Adhoc Onboarding Audit**"), such number to be determined by the Supplier in its absolute discretion.
- 2.8 Where the Supplier identifies any deficiencies or issues with the Client's performance in relation to this policy, either as a result of the Consent Audit or any Adhoc Onboarding Audit, or for any other reason:
- 2.8.1 the Supplier has the right to send updated online terms and conditions and privacy notices to Merchant(s), and the Client shall ensure that the Merchant(s) make any changes required by the Supplier; and/or
- 2.8.2 the Client warrants that it will take all necessary steps to remedy any deficiencies within thirty (30) days and shall provide evidence as so requested by the Supplier to demonstrate that the issue/s have been resolved to the Supplier's satisfaction. If the Client fails to remedy any deficiencies within this thirty (30) day period, the Supplier may terminate the Agreement for material breach under [clause 15.1.1 of the GTC](#).