

PayPoint.net Acceptable Use Policy

Any person (a **User**) accessing, receiving or otherwise using any of the services offered by PayPoint.net (the **Services**) is responsible for complying with all applicable laws, by-laws, regulations, rules or orders regarding such access, receipt or use of the Services. The User also agrees to adhere to the terms of this Acceptable Use Policy, which may be amended from time to time by PayPoint.net posting a revised version on its website. The User's subsequent use of the Services will constitute its agreement to the Acceptable Use Policy then in effect. References to PayPoint.net in this Acceptable Use Policy shall be references to PayPoint.net Limited whose registered office is at 1 Boulevard, Shire Park, Welwyn Garden City, Herts. AL7 1EL.

1 Business requirements

- 1.1 Subject to paragraph 3 below, any User must at all times:
- (a) be a company registered within the European Union;
 - (b) have at least one company director domiciled in the same country as the User's registered address;
 - (c) only permit access to or requests for the Services to be made on its behalf by representatives over the age of 18;
 - (d) have all necessary licences and authorisations in place in order to carry on its business; and
 - (e) hold a bank account in the same name as the entity that has entered into an agreement with PayPoint.net for use of the Services.

2 Unacceptable business sectors and practices

- 2.1 The User agrees that it shall not use the Services (or allow the Services to be used) directly or indirectly for any of the following activities:
- (a) any activities contrary to laws, by-laws, regulations, rules or orders;
 - (b) live streaming;
 - (c) investment programmes or "Get Rich Quick" schemes;
 - (d) businesses that employ cold-calling tactics, pressure sales or unsolicited outbound telemarketing;
 - (e) multi-level marketing or pyramid selling;
 - (f) uncoded gaming;
 - (g) timeshares or property reservations (Off and On Plan);
 - (h) the sale, promotion, distribution or marketing of any of the following:
 - (i) products with unproven or doubtful efficacy (including but not limited to slimming pills and body enhancers);
 - (ii) tobacco or alcohol products;

- (iii) drugs or other controlled substances and related paraphernalia;
 - (iv) weapons (including but not limited to guns, knives and ammunition);
 - (v) items or materials that promote, encourage or facilitate illegal activity;
 - (vi) counterfeit products;
 - (vii) items which breach any third party intellectual property rights in any jurisdiction;
 - (viii) items incorporating proprietary rights (including but not limited to any intellectual property rights) belonging to third parties without full permission;
 - (ix) adult DVDs which do not hold a BBFC Rating of 18 or below (R18 material is not acceptable);
 - (x) material which incites violence, hatred or racism or which are considered obscene;
- (i) third party processing;
 - (j) payment aggregation;
 - (k) eWallets;
 - (l) e-gold.

2.2 The User agrees that it in making use of the Services it shall:

- (a) not breach or cause PayPoint.net to breach any applicable laws and regulations (including but not limited to the Electronic Commerce (EC Directive) Regulations 2002, Financial Services (Distance Marketing) Regulations 2004 and the Consumer Protection (Distance Selling) Regulations 2000); and
- (b) put in place adequate controls with regard to the sale of any age restricted products.

3 Policy exceptions

3.1 Notwithstanding certain of the obligations set out in paragraphs 1 and 2 above, PayPoint.net may (subject to PayPoint.net's prior written approval at its sole discretion and to any additional conditions that PayPoint.net deems necessary to impose) offer Services to Users operating in the following industry sectors or using the following procedures:

- (a) travel (including tour operators, travel agents and weekend event organisers);
- (b) ticket sales (including resellers and corporate hospitality arrangers);
- (c) any business where payment may be made by the consumer in advance, including subscriptions and memberships; and/or
- (d) any Users registered outside the European Union and holding a merchant account with one of PayPoint.net's Approved Bank Partners (as described on PayPoint.net's website).

4 User notification

4.1 The User agrees that:

- (a) if it intends at any time after PayPoint.net has approved the User for the Services to change the nature of the goods or services it offers via the Services or any of the activities it is engaged in, it shall notify PayPoint.net of any such change and request PayPoint.net's approval prior to commencing the processing of card transactions related to such new goods, services or activities (as the case may be); and
- (b) it shall immediately notify PayPoint.net of any changes to its organisational structure, including but not limited to changes of ownership, legal entity and change of bank details.

5 Termination

In addition to any rights granted to PayPoint.net at law or under any separate agreements with the User, PayPoint.net may suspend or cease to provide the Services immediately if the User commits a material breach of this Acceptable Use Policy (including but not limited to any failure to notify PayPoint.net in accordance with paragraph 4 above).

This Policy was last modified on [02 July 2008].