

The Payment Services Agreement was updated on 01 January 2026. The changes to the Payment Services Agreement apply to you from 01 January 2026.

What we do

These Terms and Conditions ("**Terms**") set out how Clear Junction ("**Clear Junction**", "**Our**", "**we**") will provide Payment Services to you ("**Client**", "**you**"). Together we are "**us**", or "**Parties**".

When you accept these Terms, you agree that we will open a Payment Account(s) for you and provide any additional Payment Services specified in the Order Form. We will do this in accordance with these Terms.

Once your Payment Account(s) has been opened, you can send and receive payments either for your own business or, manage payments for your Customer (if you have a 'correspondent account' service and we have agreed to provide it).

All defined terms have the meaning given to them in these Terms unless otherwise specified in the Order Form.

These Terms and the Order Form make up the entire agreement between us. By signing the Order Form you confirm that any previous promise, discussions, drafts or understandings (whether written or verbal) are overridden by these Terms. You acknowledge that you have not relied upon any statement, promise or assurance prior to these Terms and if such statements have been made, you will not be able to claim a remedy for it later. Nothing in this paragraph limits or excludes liability for fraud, or fraudulent misrepresentation.

If there is ever a difference or conflict between what these Terms say and what your specific Order Form says, the Order Form is the final agreement and takes priority.

Definitions

Our defined terms are as follows:

API	means the application programme interface which is operated by Clear Junction and allows the Client access to the Payment Services through an automated interface to Client's software platform.
AML Requirements	means the requirements of any Applicable Law relating to anti-money laundering, counter-terrorist financing, anti-bribery, the implementation of financial sanctions or any similar regulatory issue.

Applicable Law	means any and all applicable laws, legislation, bye-laws, decisions, notices, statutes, orders, rules (including any rules or decisions of court), regulations, directives, edicts, schemes, warrants, local government rules, statutory instruments or other delegated or subordinate legislation and any directions, codes of practice issued pursuant to any legislation, voluntary codes, other instruments made or to be made under any statute and codes of conduct and mandatory guidelines (including in all cases those that relate to audit, accounting or financial reporting) and which have legal effect, whether local, national, international or otherwise existing from time to time, together with any similar instrument having legal effect in the relevant circumstances applicable to each Party. For avoidance of doubt, this definition includes but is not limited to the Data Protection Laws, the AML Requirements, FSMA and PSRs 2017.
Authorised Person	means any person who is designated in writing by the Client from time to time to give Instructions to Clear Junction under the Order Form.
Authorised Push Payment Fraud ("APP Fraud")	means where a person through a fraudulent or dishonest act or course of conduct, manipulates, deceives or persuades a Client or Customer or to authorise a payment from the Client or Customer's relevant account to a relevant account not controlled by the Client or Customer where either: <ul style="list-style-type: none"> • The recipient is not who the Client or Customer intended to pay; or • The payment is not for the intended purpose.
APP Fraud Reimbursement Claim(s)	means a claim relating to a Payment Transaction that has been determined as being a reimbursable APP Fraud according to the APP reimbursement rules.
Bank	means any financial institution or central bank selected by Clear Junction that holds funds paid by Client into a Payment Account for the purposes of Clear Junction providing the Payment Services to Client.
Business Day	means a day (excluding Saturdays, Sundays and public holidays) on which banks in the City of London and the jurisdiction from which Client instructions are executed are normally open for business.
Cleared Funds	means a balance of funds which is available to be withdrawn or used for a Payment Transaction. Where funds are showing in an account and have not yet cleared, they are considered to be pending and it will not be possible to withdraw them or use them for a Payment Transaction.
Clear Junction Account	means any account in the name of Clear Junction that is held for the purpose of receiving or sending Client or Customer funds.

Clear Junction Group	means the group of which Clear Junction is a part, consisting of its parent undertakings, its subsidiaries and the entities in which the parent undertaking or its subsidiaries hold a participation.
Client AML Policy	has the meaning given to it in clause 5.1 below.
Commencement Date	means the date of signature on the Order Form.
Confidential Information	<p>means all confidential information (however recorded or preserved) disclosed by a Party or its Representatives (as defined below) to the other Party and that Party's Representatives on or after the date of the Order Form, including but not limited to:</p> <ul style="list-style-type: none"> (a) the existence and terms of the Order Form and these Terms; (b) any information that would be regarded as confidential by a reasonable business person relating to: <ul style="list-style-type: none"> (i) the business, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing Party (or of any member of the group of companies to which the disclosing Party belongs); or (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party (or of any member of the group of companies to which the disclosing Party belongs); or (c) any information developed by the Parties in the course of agreeing the Order Form using Confidential Information.
Customer	means a person who has a business relationship with the Client.
Data Protection Laws	<p>means any applicable law relating to the processing, privacy, and use of personal data, as applicable to a Party in relation to these Terms including:</p> <ul style="list-style-type: none"> (i) the UK Data Protection Act 2018 and the UK GDPR; the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR) and, from the date of its becoming applicable, any legislation intended to replace the PECR and all Applicable Laws and regulations relating to the privacy, protection or processing of personal data, including where applicable guidance and codes of practice issued by the Information Commissioner and, as applicable, the equivalent of any of the foregoing in any relevant jurisdiction; (ii) the UK General Data Protection Regulation (UK GDPR): the retained version of Regulation (EU) 2016/679 ("GDPR") as it forms part of the law of the United Kingdom, by virtue of section 3 of the European Union (Withdrawal) Act 2018, and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419); and

	<p>(iii) any guidance and/or codes of practice issued by any relevant supervisory authority, (to the extent that such codes of practice have legal effect in the UK) relating to data protection or the privacy of individuals, in each case as amended, supplemented or replaced from time to time.</p> <p>Data Controller, Processor, Sub-Processor Data Subject, Personal Data and Processing shall have the meanings given to those terms in Data Protection Laws (and related terms such as "process" shall have corresponding meanings).</p>
ECB	means European Central Bank.
EEA	means the European Economic Area.
EEA Member State	means a member state of the EEA.
Exchange Rate	has the meaning set out in Schedule 1.
FCA	means the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN.
Fees	means the fees set out in the Order Form
Force Majeure Event	<p>means each (or any combination of) event(s) beyond the reasonable control of a Party or its sub-contractor (the "Affected Party") which does not relate to its fault or negligence, or that of its sub-contractors, and which prevents, hinders or delays it from or in performing its obligations under these Terms. Force Majeure Event includes, without limitation: war (whether declared or not), civil war, pandemics officially declared by the World Health Organisation, sabotage or riots, revolution and terrorism, natural disasters such as violent storms, earthquakes, tidal waves, floods and/or lightning, explosions, fires and/or destruction of plant, machinery, and/or premises, external power failures, external telephone network failures, serious crime and evacuation, strikes and labour disputes of all kinds (except in case of each Party's employees).</p> <p>For avoidance of doubt, Force Majeure also includes non-performance by suppliers, assignees, sub-contractors or any other party which enters into an arrangement with Clear Junction, where such non-performance is (i) caused by a change in the regulatory status or licensing status of such party, or (ii) due to Clear Junction's reasonable belief that there is or will be a change in the regulatory status or licensing status of such party, or (iii) due to Clear Junction's reasonable concern about ability of such party to provide its service in a compliant and reliable manner.</p>
FSMA	means the Financial Services and Markets Act 2000.
GMT	means Greenwich Mean Time.
Hours of business	means 7:00am - 4:00pm GMT (excluding Saturdays, Sundays and public holidays in England) on which Clear Junction normally opens for business.

Instruction	means any written direction, information and/or instruction received by Clear Junction by any means agreed between the Parties and in the form required by Clear Junction.
Losses	means all losses, liabilities, claims (including APP Fraud Reimbursement Claims), damages, costs, expenses, and regulatory fines, (including fines, assessments, fees or penalties), both actual and reasonably estimated by Clear Junction (including tax, legal fees and disbursements) and Losses shall be construed accordingly.
Material Adverse Effect	means any effect which could reasonably be expected to materially and adversely affect the business, assets or financial condition of a Party to the Order Form including the ability of such Party to comply with its obligations under these Terms.
Minimum Level of Funds	means the minimum amount agreed to be retained in clear and available funds in the Reserve Account and as stated in the Order Form.
Nominated Account	means the account held by Client and notified to Clear Junction i
Online Portal	Clear Junction's internet-based interface for manual management of a Payment Account.
Order Form	means the form executed by both Parties from time to time, that describes the specific Payment Services and sets out the associated Fees.
Outbound Payment Account	means any account other than the Nominated Account opened in the name of the Client where the Client can request that payments can be made to from a Payment Account, and Clear Junction accepts that request in writing.
Party	means either Client or Clear Junction and "Parties" shall mean both Client and Clear Junction.
Payment Account(s)	means the account(s) held in the name of Client which is used for the purposes of executing Payment Transactions. A Payment Account is not the same as a deposit account and is treated differently for legal and regulatory purposes.
Payment Options	means the services provided by Clear Junction to Client on the terms detailed in Annexes.
Payment Services	means the provision of a Payment Account and each of the Payment Options the Parties have agreed to provide.
PSRs 2017	means the UK Payment Services Regulations 2017.
Payment Systems	means the payment systems set out in Schedule 1.
Payment Transaction	means an act initiated by the payer of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee.

Representatives	means, in relation to a Party, its employees, officers, representatives and advisers. These entities shall be deemed to be the agent of the relevant Party, and therefore any action/omission performed by them, shall constitute an action/omission of the relevant Party.
Reserve Account	means a Payment Account (including an electronic money account) which may only be used by the Client to receive and make certain limited types of payments related to Fees.
Service Start Date	means the date of the first Payment Transaction or two (2) calendar months from the Commencement Date.
Standard Terms	means these terms and conditions (excluding any Schedules and Annexes).
Termination Notice	has the meaning set out in clause 22.7.
UK	means the United Kingdom.

1. Important Information About Your Protections (PSRs 2017)

We are committed to being open and clear about how the law applies to our Payment Services, however, some of the standard protections under the PSRs 2017 will not apply. We will at all times ensure you receive clear information and fair treatment in line with our regulatory obligations.

By accepting these Terms, you acknowledge and agree that we are not required to follow and you cannot rely on the following specific regulations:

Regulation	What does this mean
Part 6 - Information Requirements	We don't have to provide certain standard pre-contract or post termination information. However, we will still make sure you receive all key details you need to understand how our Payment Services work.
Regulation 66 (1) - Consent and withdrawal	The rules around how we must communicate charges will not apply.
Regulation 67 (3) and (4) - Consent and withdrawal	Specific rules about giving and withdrawing consent for payments will be different. These Terms will explain how you may cancel or authorise payments.
Regulation 74 (1) - Time limits for reporting payment issues	We've changed the standard PSR time limits for reporting unauthorised or incorrectly executed payments. These Terms will clearly set out the time limits which you are required to comply with.
Regulation 75 - Evidence of Transactions	Your ability for proving transactions were authorised may not apply or in certain cases may vary.
Regulation 77 - Unauthorised Payment	Rules around who is liable for unauthorised payments will not apply. We'll assess any unauthorised transactions fairly, based on facts and communicate our decisions with you.
Regulations 79 & 80 - Refunds	Certain automatic refunds rights of transactions initiated by a payee will not apply.
Regulation 83 - Revocation of Payments	The standard PSR rules governing when you can cancel a payment order will not apply.

Regulation 85-88 (inclusive) - Your right to a refund	We are not required to follow certain rules about unconditional refund rights. Even so, we'll handle any refund requests transparently and a case by case basis. We will do our best to resolve any issues quickly and fairly.
Regulations 91-94 (inclusive) - Non Execution and Late Payments	The usual PSR rules about liability for failed, delayed or incorrect payments do not apply. We'll always aim to process payments reliably and fairly address any issues which may occur.

2. Payment Services

2.1. Subject to these Terms:

2.1.1. We agree to provide you with a Payment Account and any other agreed Payment Services related to that Payment Account, as described in these Terms.

2.1.2. The Payment Account will allow you to make and receive certain types of payments on your behalf. Where you request and we agree, payments may also be made or received on behalf of your Customers.

2.1.3. You can hold funds in the currencies set out in the Order Form. Generally, all payments made or received must be in that specific currency, unless otherwise agreed in writing between us.

2.1.4. To help manage payment risk and ensure smooth service, we may in our absolute discretion as you to open and fund a Reserve Account. This would be a condition for providing some or all of the Payment Services. We will ensure you are provided with the reasons for it and how the Reserve Account operates, and how the funds in it will be handled.

3. Commencement, Term and Mandatory Conditions

3.1. These Terms will be effective from the Commencement Date and will continue in full force and effect for the term as set out in the Order Form.

3.2. Earlier termination is subject to these Terms.

3.3. Unless you provide us with notice in writing of your intention to terminate our relationship at the end of your fixed term, the relationship between us will automatically continue by default for a further period of twelve (12) months.

- 3.4. You agree to notify Clear Junction as soon as reasonably possible if any information provided during the course of application, or at any later time, becomes inaccurate, incomplete or otherwise outdated. This helps ensure that we can continue to provide you with Payment Services safely, efficiently and in compliance with Applicable Laws.
- 3.5. Unless we agree otherwise, you must maintain a payment account in your own name with a payment service provider that is:
 - 3.5.1. Established in the UK, EEA Member State, or a country that is part of the EEA agreement; or
 - 3.5.2. Located in another country that applies anti-money laundering and counter-terrorist financing standards equivalent to those in the UK and EEA.

This requirement helps ensure that payments are made and received securely and in compliance with applicable financial crime regulations.

4. **Compliance with Conditions and Restrictions**

- 4.1. You agree at all times to comply with the conditions and restrictions set out in our [eligibility criteria](#) statement throughout our relationship.
- 4.2. By agreeing to these Terms, you are confirming that all information and documents provided to Clear Junction are accurate, complete, and up to date. You further agree to promptly provide Clear Junction with any updated and accurate information if such information changes. This includes but is not limited to notifying us as soon as possible if your business, or any part of it, falls within or may be affected by the conditions or restrictions of our eligibility criteria.
- 4.3. If we modify or update our eligibility criteria in accordance with these Terms, we will communicate any such changes clearly and in good time, unless the change results from a legal, regulatory or contractual obligation to our partners. This is to ensure that you understand the impact of the changes and are able to make informed decisions about whether to continue the relationship with us. If it means you no longer meet the required conditions or restrictions, you must either:
 - 4.3.1. Take the necessary steps to bring your business back into compliance before the modification takes effect; or
 - 4.3.2. Provide Clear Junction with a termination notice, in accordance with these Terms.

5. **Due Diligence**

- 5.1. You must identify every Customer you service using the Payment Options and collect all documents and information required to satisfy AML Requirements, in line with your own AML policy ("your AML Policy"). You confirm that a copy of your AML Policy has been provided to Clear Junction before agreeing to these Terms. You must comply with your AML Policy and notify Clear Junction within two (2) Business Days if any part of your AML Policy is amended.

- 5.2. Before making any Payment Transactions to or for any Customer under these Terms, you must complete all relevant KYC and due diligence checks required under the AML Requirements on each Customer.
- 5.3. Upon our request, you must provide all KYC information you have collected from any Customer within two (2) Business Days of receiving such request. We may delay or suspend the provision of any Payment Services until such information is received.
- 5.4. Upon our request, you must provide additional information or documents relating to you, any Customer, or any Payment Transaction within two (2) Business Days, or within another timeframe agreed between us in writing.
- 5.5. We may, where we consider it necessary to suspend or terminate access to login details, a Payment Account, or the execution of any Payment Transaction, if there is insufficient information about:
 - 5.5.1. Any Customer;
 - 5.5.2. The nature or purpose of a Payment Transaction; or
 - 5.5.3. The identification of any party connected to a Payment Transaction or Payment Account.

Where it is legally and practically possible, we will notify you in advance of any such suspension or termination.

- 5.6. We (including any company within the Clear Junction Group, and its managers, contractors, or employees) will not be liable to you or any of your Customers if:
 - 5.6.1. A Payment Option is not provided, or an Instruction is not carried out, because you have not supplied the information we have requested;
 - 5.6.2. We reasonably suspect a breach of any AML Requirement, other Applicable Law, or any illegal activity; or
 - 5.6.3. We, acting in good faith, have reported a suspicion of such a breach or activity to a competent authority.
- 5.7. We each mutually agree to remain fully responsible for carrying out its own anti-money laundering and countering-terrorist financing checks as required by Applicable Laws. While we may rely on information shared between us, provided that the information is not obviously incorrect, each of us remains independently responsible for our own compliance with AML Regulations. You must promptly provide us with any reasonable information in your possession that we, or any legal, regulatory or banking partner, request, or that we are required to provide to such authorities or partners in relation to you, your Customer, or any Payment Transaction.

6. Audits

- 6.1. Unless we have reasonable grounds to require more frequent reviews, we reserve the right to carry out an audit once every twelve (12) months to ensure you are in compliance with AML Regulations and any Applicable Laws. Unless agreed otherwise, you will bear the cost of the audit and will fully cooperate with any audit and use your best endeavours to ensure that it is completed within the agreed timeframe. We will:
 - 6.1.1. Provide at least fifteen (15) calendar days' notice of an audit;
 - 6.1.2. Either conduct the audit ourselves or appoint an independent external firm, with your approval. Such approval may only be refused where there is a conflict of interest between you and the external firm;
 - 6.1.3. Share the audit report with you;
 - 6.1.4. charge any audit fees invoiced to Clear Junction to you, which will be payable by you as a Fee.
- 6.2. If an audit identifies or raises concerns that the Client is not complying with this clause, Clear Junction may suspend the Payment Services (in whole or in part) until the matter is resolved to its satisfaction and may terminate these Terms in accordance with these Terms.
- 6.3. For the avoidance of doubt, routine due diligence queries or information requests by Clear Junction as part of its day-to-day risk management will not constitute a formal audit.
- 6.4. If any audit recommends updates or improvements to your procedures, together both parties will form a steering committee (with one representative from each party) to oversee the implementation. You will bear the costs associated with implementing such recommendations.
- 6.5. The performance or non-performance of an audit does not release either of us from its contractual obligations or from compliance with applicable AML Requirements.

7. Payment Instructions

- 7.1. Any Instructions given by an Authorised Person will be treated as valid and binding Instructions from you to Clear Junction. Clear Junction is entitled to act on, and rely upon, any notice, Instruction, or communication that it reasonably believes to have been provided by an Authorised Person, without the need for further enquiry or confirmation.
- 7.2. Each Authorised Person is authorised, on behalf your behalf and subject to any written limitations agreed with Clear Junction, to:
 - 7.2.1. open, operate, and close Payment Accounts; and

7.2.2. appoint or remove other Authorised Persons.

7.3. All Instructions must be clear, correct, complete, and provided in English. Clear Junction is not required to confirm or question any Instruction received.

8. Security Procedures and Account Security

8.1. You must follow all security procedures that we notify you from time to time for issuing or receiving Instructions. These procedures may include the use of Security Credentials, algorithms, identification codes or words, encryption, call-back verification, or other similar methods. These procedures are designed to confirm the authenticity of Instructions but cannot guarantee the detection of errors within them.

8.2. You, and any of your Representatives who are granted access to a Payment Account, must:

8.2.1. Keep all login information, passwords, and security credentials safe at all times;

8.2.2. Take reasonable steps to prevent unauthorised access, including:

8.2.2.1. Never sharing login details with anyone who is not authorised;

8.2.2.2. Ensuring that unauthorised persons cannot see the login or password; and

8.2.2.3. Avoiding writing down or storing login details in an insecure manner.

8.3. When you or a Representative initiates a Payment Transaction, they must follow all security requirements that we impose as part of the process, including any multi-factor authentication requirements.

8.4. If either you or your Representative fails to safeguard login details or prevent fraudulent use of a Payment Account, you may be liable for any Losses incurred by either of us, and the Payment Transaction may be refused.

8.5. You must ensure that commercially reasonable computer security and antivirus measures are used on any device accessing the API and a Payment Account.

8.6. You are required to notify Clear Junction immediately upon discovering any of the following:

8.6.1. Loss or unauthorised disclosure of any Payment Account Password;

8.6.2. Any unauthorised access to a Payment Account;

8.6.3. Any criminal or fraudulent activity relating to a Payment Account; or

8.6.4. Any other breach of security, whether physical or involving computer or similar hardware or software.

- 8.7. Where you fail to notify Clear Junction promptly, or such notice is delayed, Clear Junction will not be liable for any losses, expenses or costs incurred by the Client or any Customers as a result.

9. **Third Party Providers**

- 9.1. Where the PSRs 2017 apply to the Payment Services provided in accordance to these Terms, You may choose to use an authorised payment initiation service provider or an account information service provider ("TPP"). This means, you will allow a TPP to:
 - 9.1.1. Access information on your Payment Account; and/or
 - 9.1.2. Send Instructions to Clear Junction on your behalf.
- 9.2. There will be no requirement for the TPP to enter into a separate agreement with Clear Junction, provided that the TPP:
 - 9.2.1. Is properly authorised under the PSRs 2017;
 - 9.2.2. Clearly identified itself to Clear Junction; and
 - 9.2.3. Is acting in accordance with all applicable legal and regulatory requirements.
- 9.3. Any payment or account instruction received by Clear Junction from an authorised TPP will be treated as if it were an instruction directly from the Client or from a person the Client has authorised to act on its behalf, in line with the terms of these Terms.
- 9.4. Clear Junction may refuse to act on an instruction received from a TPP for the reasons set out in these Terms (for example, where the instruction is incomplete, appears fraudulent, or breaches Applicable Laws).
- 9.5. Clear Junction may deny a TPP access to the Client's account if there are justified and evidenced reasons to believe that the TPP has engaged in unauthorised or fraudulent activity.
- 9.6. Before doing so we will inform the Client of its intention to deny access and explain the reasons, unless it would be unlawful or compromise reasonable security measures to do so. If prior notice is not possible, Clear Junction will inform the Client as soon as reasonably practicable afterwards. We are also required to notify the relevant regulator when access is denied to a TPP.
- 9.7. You will remain responsible for any Losses resulting from their use of a TPP and shall indemnify Clear Junction for such Losses. However, if the loss is caused by the TPP, Clear Junction will at the Client's request and subject to the Client covering Clear Junction's reasonable costs use reasonable endeavours to recover the loss from the TPP and pass any recovered amount to the Client.

- 9.8. Additional information about how Clear Junction interacts with a TTP, including examples and safeguards, can be found [here](#) and forms part of these Terms.

10. **Payment Transactions**

- 10.1. Except as set out in these Terms, no funds may be deposited into, withdrawn from, or transferred to or from a Payment Account.
- 10.2. If a payment is received in breach of these Terms, we will not accept the funds and will return them to the payer. We reserve the right to charge a fee for returning such funds. If the Payment Transaction has been rejected, this status will appear in the API or Online Portal. However there may be situations where we are prohibited under Applicable Law to provide any notification in respect of a rejection, for example, where doing so would breach our AML Regulations or a legal restriction which will amount to tipping off offences.
- 10.3. We will only accept Payment Transactions that are made using an accepted payment method, which means a payment by the Payment Systems or by any other payment method that is accepted by us from time to time and notified to you ("Accepted Payment Method").
- 10.4. Where a Payment Transaction is made in a currency different from that of the Payment Account:
- 10.4.1. The amount will be converted into the Payment Account's currency being credited. For the avoidance of doubt, the final amount credited will always be shown in the currency of the Payment Account.
- 10.4.2. The conversion may be carried out by either Clear Junction in accordance with agreed Exchange Rate or the relevant receiving bank; and
- 10.4.3. Any conversion fees or charges will apply as set out in the Order Form.
- 10.5. Clear Junction may debit the Payment Account without further notice:
- 10.5.1. to collect any Fees or third-party costs owed by the Client under these Terms; or
- 10.5.2. where required by Applicable Law or by the rules of a Payment System.
- 10.6. Each outgoing Payment Transaction must match the amount specified in your valid instructions, and be made only from cleared and available funds held in the Payment Account at the time the Payment Transaction is executed. The submission of an instruction by an Authorised Person constitutes your consent to each Payment Transaction specified in that instruction.
- 10.7. Unless otherwise agreed in writing, the maximum amount for any single SEPA Instant transaction will be the limit stated in the Order Form. Clear Junction may temporarily adjust this transaction limit for operational, regulatory, or risk management reasons. Any such change will be notified to you with reasonable prior notice.

- 10.8. Each payer wishing to send funds to a Payment Account must include the relevant account reference number in their payment instructions. This number identifies the Payment Account (and, where applicable, the Customer who is the ultimate beneficiary). Funds received using a valid account reference number will be credited to the Client's Payment Account and managed in accordance with these Terms. You can find more information about generating account numbers [here](#).
Any money transferred into your Payment Account using an accepted payment method with the account reference number associated will be credited to a Payment Account opened on behalf of you and will be dealt with in accordance with these Terms.
- 10.9. Clear Junction may, where permitted by Applicable Law, share information about the use of an account reference number with relevant authorities if they are conducting enquiries into the use of that number.
- 10.10. We will provide Payment Services solely to you, the Client, under these Terms. Our obligations and responsibilities are exclusively owed to you and not to any third parties, even if they use or reference the account reference number. The Client shall indemnify Clear Junction against any Losses or liabilities we incurred in relation to third-party use of the account reference numbers or related transactions. Where the loss arises because of a third party's fault, we will, at your request and subject to payment of its reasonable costs, use reasonable efforts to recover those losses and pass any recovered amounts to the Client.
- 10.11. Clients may submit instructions for Payment Transactions via the Online Portal or API, which are treated as received immediately. Where another approved communication method has been agreed in advance, such instructions will be deemed received no later than the next Business Day.
- 10.12. We will not accept any Payment Transaction to a Payment Account which:
- 10.12.1. The payer uses an account reference number linked to a Customer whose identity or AML Requirements are outstanding; and/or
 - 10.12.2. In our reasonable opinion, by accepting the payment would, or may, cause Clear Junction to breach AML Requirements, Applicable Laws, or regulatory obligations, or conflict with our internal policies or risk controls.
- 10.13. You acknowledge that the receipt of funds into the Payment Account does not automatically mean the funds are cleared. The funds will be value dated no later than the Business Day on which they are credited to the Clear Junction Account.
- 10.14. Subject at all times to any delays as a result of compliance or operational checks, funds received into a Payment Account will be cleared and available for use as follows:
- 10.14.1. Immediately where:
 - 10.14.1.1. The transaction does not involve a currency conversion;
 - 10.14.1.2. The transaction involves only a single currency conversion between pounds sterling, the euro and/or another EEA Member State currency;

- 10.14.1.3. The payment involves a currency conversion between two EEA currencies;
or
- 10.14.1.4. It is a transaction where we act for both the payer and you.

- 10.14.2. In any other circumstances funds will be made available no later than the second Business Day after which the amount of the deposit is credited to the Clear Junction Account.

- 10.15. All amounts received (after any applicable Fees are deducted) will be reflected in the Online Portal and/or API associated with the Payment Account.

- 10.16. If we receive a cancellation or withdrawal request after the funds have been received:
 - 10.16.1. We will inform you;
 - 10.16.2. The transaction may be cancelled only if you confirm in writing that the cancellation is approved; and
 - 10.16.3. Cancellation is possible where permitted by the relevant currency or Payment System. If so, we will return the funds to the payer.

11. **Protection of Funds**

- 11.1. In line with our obligation to the FCA, we are committed to safeguard Client funds. Please review our [safeguarding page](#) for additional information on how we comply with our obligations.

- 11.2. In the event of the insolvency of Clear Junction, safeguard accounts should not form part of the assets of the business. Client funds (less any administrators costs) should therefore be returned from the safeguard accounts to the Client by any administrators of the wind down.

- 11.3. Clear Junction does not provide safeguarding services to Customers. The Client understands that where it holds Customer funds with Clear Junction, those funds are only safeguarded on behalf of the Client and not on behalf of Customers.

- 11.4. The funds that Client keeps with Clear Junction do not fall under FSCS protection but are fully covered on the safeguarding account.

12. **Warranties**

- 12.1. By agreeing to these Terms and entering into any Order Form, as a Client of Clear Junction, you confirm:

- 12.1.1. to Clear Junction that you have the full legal power to enter into binding contracts with Clear Junction. You are also confirming that you are registered in the UK, an EEA Member State or a country that has equivalent requirements for fighting money laundering and the financing of terrorism, and that you will comply with all AML Regulations and laws;
- 12.1.2. that you have and will continue to have the full rights and authority to sign the Order Form and carry out your responsibilities set out in these Terms, and that Clear Junctions provision of Payment Services to you will not break any other agreements you are bound by;
- 12.1.3. That you will perform your obligations under these Terms with all due care and skill, following all Applicable Laws, and that you will take all necessary steps to ensure that you comply with all Data Protection Laws when you are carrying out your duties to these Terms;
- 12.1.4. That your business does not satisfy the requirements of “micro-enterprise” under the PSRs 2017
- 12.1.5. That at all times you will ensure:
 - 12.1.5.1. Any instructions you give to Clear Junction must be based solely on your business needs and your relationship with your Customer. Our Payment Services are not for any speculative or investment purposes;
 - 12.1.5.2. You are solely responsible for ensuring all relevant taxes and contributions are deducted from each of your Customer’s payments;
 - 12.1.5.3. That the person who signs the Order Form and has agreed to these Terms has the full authority to legally bind your company to these Terms and any Order Form;
 - 12.1.5.4. You have all necessary authorisations, licences, approvals and consents required by any regulator or organisation to conduct your business activities which relates to these Terms; and
 - 12.1.5.5. You specifically warrant, represent and undertakes you will indemnify, defend and hold Clear Junction harmless in full against any and all Losses, liabilities, or APP Fraud Reimbursement Claims incurred or suffered by Clear Junction.
- 12.1.6. You acknowledge that we are providing Payment Services solely to you, as our Client under these Terms. You will be responsible for managing your own Customers, including but not limited to relationship management, customer service, communications and complaint handling, except where these Terms expressly states Clear Junction will conduct a specific activity. You will ensure your Customers understand:
 - 12.1.6.1. The nature of the services being provided by Clear Junction to you;
 - 12.1.6.2. There is no legal, regulatory or contractual relationship or obligation between Clear Junction and your Customer(s); and

12.1.6.3. The Customer does not hold any Payment Account(s) with Clear Junction.

12.2. Clear Junction warrants and represents to you that:

- 12.2.1. We have the full right, power and authority to enter into these Terms and carry out the obligations under it. By entering into these Terms, Clear Junction will not be in breach of any agreement binding on any member of the Clear Junction Group;
- 12.2.2. We will perform our obligations under these Terms in accordance with Applicable Laws;
- 12.2.3. We have all authorisations, licences, approvals and consents required by any competent regulator or authority in relation to the Payment Services; and
- 12.2.4. We will, where reasonably practicable, provide you with reasonable evidence or information relating to any APP Fraud transaction on the Payment Account prior to or concurrently with submitting any reimbursement request. Provision of such evidence shall not be a pre-condition to your reimbursement of Fixed Reserve account funding obligation.

12.3. Except where these Terms expressly provide otherwise, Clear Junction does not give any other direct or indirect warranties, conditions or representations in relation to the Payment Services. Any warranties, conditions or representations that might otherwise be implied by law, regulation or custom are excluded to the fullest extent permitted by Applicable Law.

13. **Incorrect or unauthorised transactions**

13.1. In the event that Client becomes aware of any unauthorised Payment Transactions, it must notify Clear Junction of this immediately by email to client@clearjunction.com or via the Online Portal.

13.2. Where such a Payment Transaction was not executed with the consent of Client, Clear Junction shall immediately, following an investigation into the Payment Transaction:

- 13.2.1. Refund the amount of the unauthorised Payment Transaction; and
- 13.2.2. Where applicable restore a Payment Account to the state it would have been in had the unauthorised Payment Transaction did not take place.

13.3. Clear Junction's obligations set out in clause 13.2 shall not apply where:

- 13.3.1. the Payment Transaction was able to be initiated due to Client's or an underlying Customer's fraud, negligence (including Client's failure to keep a Payment Account's security details, such as login and password, secure), breach of this Agreement and/or wilful deceit; or
- 13.3.2. Client failed to notify Clear Junction within one (1) month of the unauthorised Payment Transaction being executed.

14. Suspension of Services

- 14.1. To protect our you, your money and our Payment Services, we may need to temporarily stop, delay, or place limits on your payments or access to your Payment Account (in part or in whole). We take these steps to prevent financial crime and to comply with Applicable Laws and regulations where:
 - 14.1.1. We have reasonable belief to suspect that a Payment Transaction:
 - 14.1.1.1. Is fraudulent or involves criminal activity;
 - 14.1.1.2. Is linked to money laundering or money laundering activities;
 - 14.1.1.3. Otherwise breaks Applicable Laws and/or regulations;
 - 14.1.1.4. Significantly larger than normal for a single payment;
 - 14.1.1.5. Is part of a series of payments that are significantly larger than the total volume we usually expect from you;
 - 14.1.1.6. Requires us to perform additional due diligence on a specific transaction;
 - 14.1.2. We have reasonable belief to suspect that your Payment Account(s):
 - 14.1.2.1. Has been accessed by an unauthorised person;
 - 14.1.2.2. Has outstanding Fees or the Minimum Level of Funds have not been maintained in your Reserve Account;
 - 14.1.3. Our initial assessment of the risk associated with our Payment Account has changed and we need to amend our Payment Services as a result;
 - 14.1.4. You have failed to provide us with information we have requested and need in order to comply with our obligations under these Terms and Applicable Laws; and
 - 14.1.5. We are legally obliged to do so, or we reasonably believe we should as a result of Applicable laws, regulations or by the direction of any competent authority or regulatory body.
- 14.2. If we stop, delay or limit your Payment Transactions or Payment Account(s), we will do our best to inform you. However we may not be able to tell you if doing so would:
 - 14.2.1. Breach any Applicable Law or regulation and does not contravene the instruction of any competent authority or regulator;
 - 14.2.2. Compromise our security measures and potentially put your Payment Account(s) at risk.
- 14.3. Clear Junction shall not be liable to Client for any reasonable action it takes to suspend a Payment Account or withhold settlement of a Payment Transaction in accordance with these Terms.

- 14.4. Where the reasons for Clear Junction's actions under these Terms cease to exist, we may at our sole discretion, either reinstate access to the Payment Services and/or issue new account details to you.
- 14.5. Suspending your account is a serious action, but it does not stop Clear Junction from ending these Terms and any Order Form entirely at any time, in line with our other termination rights set out in these Terms.

15. **Fees and Reserve Accounts**

- 15.1. The Fees payable by the Client and how they are calculated and paid are set out in the Order Form.
- 15.2. Unless otherwise stated, all Fees (and other payments) are exclusive of VAT and other applicable taxes ("Taxes"). You must pay any such Taxes in addition to all Fees.
- 15.3. Fees paid as follows:
 - 15.3.1. If the Fee currency matches a Payment Account, the Fee will be deducted directly from that Payment Account.
 - 15.3.2. If the Fee currency differs from the Payment Account, Clear Junction may convert the Fee into the Payment Account currency using the applicable Exchange Rate and deduct it from the Payment Account.
- 15.4. If there are insufficient funds in the Payment Account, Clear Junction may deduct the relevant funds from the Reserve Account. For any currency conversion, Clear Junction applies the ECB foreign exchange reference rates on the transaction date. Any additional fees charged by third parties due to Client request (eg: FX Fees, third-party payment service provider fees) are payable by the Client. However, where any additional fees are incurred as a result of error on the part of Clear Junction, these shall be paid by Clear Junction.
- 15.5. Where we require you to open and maintain a Reserve Account, the following obligations will apply:
 - 15.5.1. It is funded with the Minimum Level of Funds at all times during the term of these Terms;
 - 15.5.2. The Client acknowledges that funds in the Reserve Account may be regarded as non-relevant Client funds and are not safeguarded under the PSRs 2017;
 - 15.5.3. Clear Junction may set off any funds in the Reserve Account against sums due under these Terms, including Fees and/or other amounts due without prior notice.
 - 15.5.4. If deductions reduce the Reserve Account below the Minimum Level of Funds, you have five (5) Business Days to restore the required balance.

- 15.5.5. The Reserve Account is held in the Default Currency (as set out in the Order Form). We may allow multiple currencies, but all balances will be converted to the Default Currency using ECB foreign exchange reference rates to ensure the Reserve Account meets the required Minimum Level of Funds.
- 15.5.6. We may vary the Minimum Level of Funds with thirty (30) calendar days' written notice prior to such variation becoming effective and you must adjust the balance of the Payment Account balance accordingly.
- 15.6. The Client shall pay all Fees without any set-off, counterclaim, deduction or withholding. If any amount is not paid on time, you will be liable to pay interest at 8% per annum (simple) on the overdue amount, in addition to any other rights or remedies available to Clear Junction.
- 15.7. Clear Junction may, at its sole discretion and at any time (including prior to onboarding, during the term, or following termination of these Terms and any Order Form), require the Client to establish and maintain a fixed reserve account as set out in the Order Form ("Fixed Reserve") in such amount as Clear Junction may determine acting reasonably and in good faith, for the purpose of covering potential liabilities, claims, reimbursements or Losses arising in connection with APP Fraud, additionally:
 - 15.7.1. Clear Junction reserves the right to adjust the Fixed Reserve amount periodically and on two (2) Business Days notice based on the Client's transaction profile, volume, fraud exposure, or other relevant risk indicators;
 - 15.7.2. The Client shall fund the Fixed Reserve upon request and authorises Clear Junction at its sole discretion and without prior notice, to withhold, debit or set off any amounts due from the Client under this Agreement (including any APP Fraud Reimbursement) first from any Payment Account held by the Client. Where sufficient funds are not available in the Payment Account, Clear Junction reserves the right to set off any remaining amount (whether in whole or part) from the Fixed Reserve. The Client will ensure there are sufficient funds in the Fixed Reserve account during the duration of these Terms and any Order Form;
 - 15.7.3. If the Client does not at any time maintain the required level of Fixed Reserve the Client would commit a material breach of these Terms and Clear Junction may:
 - 15.7.3.1. suspend the Payment Services (or any part(s) thereof) as it sees fit until the matter is resolved to Clear Junction's satisfaction; and/or
 - 15.7.3.2. Terminate these Terms and any Order Forms.
 - 15.7.4. Clear Junction shall be entitled to retain the Fixed Reserve for a minimum period of 13 months following:
 - 15.7.4.1. the date of the last transaction processed for the Client, or
 - 15.7.4.2. termination of these Terms and any Order Form, whichever is later.

15.7.5. Clear Junction may release the Fixed Reserve (in whole or in part) at its discretion once it is satisfied that no further claim, reimbursement or liability remains outstanding or could reasonably be asserted.

15.8. The Client acknowledges that funds held in the Fixed Reserve are classified as non-relevant funds and are not subject to any safeguarding requirements.

16. **Data Protection Law**

16.1. For the purposes of these Terms, you are the Data Controller(s), which means you decide how and why personal information is used by us on your behalf. We are the Data Processors, and we will act in accordance with your instructions to process the personal data as described in these Terms. As Data Controllers and Data Processors, together we will individually ensure compliance with all applicable UK Data Protection Laws and the relevant obligations under these Terms.

16.2. All activities involving your personal data under these Terms will follow the rule in our Data Protection addendum. We may amend and update this addendum, and you can always find the latest version of this addendum [here](#).

16.3. By using our Payment Services, you agree that we can access, use, and store the information you provide us. We use this data only for providing you Payment Services, as required under the PSRs 2017.

16.4. These Terms do not change your rights or our obligations under wider data protection laws.

16.5. You can withdraw your consent for us to use your data for Payment Services at any time by closing your Payment Account(s). If you close your Payment Account:

16.5.1. We will stop using your data for providing those service;

16.5.2. We may still need to process and store some of your data for other legal reasons, for example; where we are legally required to keep transaction records for a set period.

17. **Confidentiality**

17.1. Clear Junction and Client shall keep each other's Confidential Information safe and secure in line

17.2. with industry standard best practices. Such information will only be used for the services outlined in these Terms and any Order Form, unless Applicable Laws require further disclosure.

- 17.3. A duty to keep information confidential does not apply to information that:
- 17.3.1. Is already public: this means any information which is already in the public domain (unless it has been shared by either of us without permission of the other);
 - 17.3.2. Information already in possession: this applies to information which was already disclosed without any duty of confidentiality;
 - 17.3.3. Shared by a third Party disclosure: this is information which has been received from someone else who had the right to share it and was not breaking any confidentiality agreement with either of us; and
 - 17.3.4. Mutually agreed: Any information Clear Junction and you have agreed in writing, confirming it is not private and can be shared.
- 17.4. Either of us may need to share the other's private information with our Representatives that need to see it to help Clear Junction provide Payment Services. If this happens Clear Junction and Client:
- 17.4.1. Agrees to inform the Representatives that the information is private and confidential before it is shared;
 - 17.4.2. Agree to make sure the Representatives follow the same strict confidentiality rules set out in these Terms; and
 - 17.4.3. Are each responsible for ensuring our own Representatives keep that information safe. If the Representatives fail to protect the information, the disclosure who shared it is accountable.
- 17.5. Confidential Information may only be disclosed where either Clear Junction or Client is required to do so where there has been a request or requirement of any Applicable Laws, governmental or regulatory authority, a court order or any other official body with the legal power to request such information.
- 17.6. Clear Junction takes fraud and complaints seriously and we work with other financial authorities to help fight financial crime and handle complaints effectively. You agree that if a third party contacts us regarding your Payment Account, we will share your name and contact details and where required under Applicable Laws, share this information without telling you beforehand.
- 17.7. If either of us have good reasons to believe the other is involved in activity that could be a criminal offence under the Bribery Act 2010, Confidential Information may be shared with the Serious Fraud Office. By agreeing to these Terms Clear Junction and Client understand and agree that in such serious situations, the information may be shared without first informing the other party.

- 17.8. Clear Junction and Client will keep all ownership and rights over their own Confidential Information. These Terms only give the right to the other party to use each other's information in the ways set out in these Terms. There are no other rights to the information and no other right should be assumed or implied.
- 17.9. On termination of these Terms (however arising), we both have a duty to handle each other's Confidential Information responsibly and upon request:
- 17.9.1. Confidential Information, files and documents (together with any copies) will be destroyed or returned to the party it belongs to. This includes any Confidential Information which is on paper or stored on our computer and communication systems and devices used, including data storage services provided by third parties (to the extent technically and legally practicable);
- 17.9.2. Both parties will confirm in writing that the above process has been completed, unless such information is required to be kept under Applicable Laws or direction of a regulatory body. The confidentiality duties will remain in force against any retained information.
- 17.10. The provisions of this clause shall survive post termination of these Terms and any Order Form.

18. **Notices**

- 18.1. Formal notices or communications under these Terms must be sent using one of the following methods:
- 18.1.1. By email to the address specified on the Order Form;
- 18.1.2. The Online Portal; or
- 18.1.3. By Post to the address provided by each respective party.
- 18.2. Notices shall be deemed to have been received as follows:
- 18.2.1. By email: on the same Business Day if sent during normal working hours, or on the next Business Day if sent outside those hours. If the sender receives an automated message indicating that the email was not delivered, the notice shall be deemed not to have been received.
- 18.2.2. Through the Online Portal: on the next Business Day after it is sent.
- 18.2.3. By post: on the next Business Day after it is posted.

19. **Limitation of Liability and Indemnity**

- 19.1. We are each responsible for our own actions. Accordingly neither party nor any of its Representatives will be liable for any acts or omissions of the other party or their Representatives.
- 19.2. Clear Junction is not responsible to its Clients, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, for any increased costs, or expenses, or for any loss of profit, business, goodwill, data, revenue or anticipated savings. Additionally, Clear Junction will not be liable for any indirect, special or consequential loss or damage of any kind, regardless of how it arises.
- 19.3. You agree to indemnify and keep Clear Junction and the Clear Junction Group fully indemnified, on demand, for any Losses they suffer or incur that arise from or relate to:
- 19.3.1. Any breach by you of these Terms and any Order Form or of any law or regulations that apply to your business, including Applicable Laws;
 - 19.3.2. Any processing carried out by Clear Junction or any Sub-Processor in accordance with your Instructions which result in a breach of Data Protection Law; and
 - 19.3.3. Any acts or omission of the Client, its Representatives or any Customer.

For the avoidance of doubt, you agree these indemnities shall extend to Losses of any Sub-Processors engaged by Clear Junction or Clear Junction Group.

- 19.4. Subject to these Terms, Clear Junction's total aggregate liability to you and/or a Customer for all Losses whether arising in contract or tort (including negligence and breach of statutory duty) or otherwise shall not exceed the total Fees paid by you in the twelve (12) months immediately preceding the date of any relevant claim.
- 19.5. Nothing in these Terms shall exclude or limit any liability of either party for:
- 19.5.1. Fraud, or fraudulent concealment;
 - 19.5.2. Death or personal injury caused by that party's negligence; or
 - 19.5.3. Any other liability which cannot be excluded under English Law.
- 19.6. Nothing in this clause shall operate to limit or exclude the Client's liability to Clear Junction under clauses 12.2.4 (e) and clause 15, or any liability arising from fraud, willful misconduct, or gross negligence on the part of the Client.

20. **Force Majeure**

- 20.1. If a Force Majeure Event occurs and stops, hinders or delays the Affected Party from performing their responsibilities under these Terms, their obligations will be suspended for the duration of the Force Majeure Event. For the avoidance of doubt, this suspension of obligations does not apply to your requirement to make any payment obligations properly incurred under these Terms, which must still be paid on time.
- 20.2. If the Force Majeure Event causes a delay or non-performance that lasts for four (4) weeks the party that has not been affected may terminate the Terms by giving seven (7) calendar days written notice to the Affected Party.

21. **Amendment to Terms**

- 21.1. We may need to make changes to these Terms, including the Order Form and Fees.
 - 21.1.1. General Changes: we will give you at least three (3) months' written notice before the change takes effect.
 - 21.1.2. Changes to Fees: we will give you at least one (1) month's written notice before changes to your fees take effect. If a change to our fees is detrimental to you, you have the right to terminate our relationship immediately. You must do this before the date of the new fees take effect.
 - 21.1.3. Eligibility criteria: We reserve the right to change our eligibility criteria with at least five (5) Business Day's notice.
- 21.2. If we both agree in writing, we can use a shorter notice period than those set out above.

22. **Termination**

- 22.1. Either Clear Junction or Client may terminate the Order Form at any time by giving you three (3) months' notice.
- 22.2. Either Clear Junction or Client may terminate the Order Form immediately by giving written notice to the other if any of the following occurs:
 - 22.2.1. A non payment of Fees after five (5) Business Days' written notice.
 - 22.2.2. A serious breach of these Terms and any Order Form that isn't remedied within thirty (30) calendar days.
 - 22.2.3. Threatened or actual business closure, insolvency, administration winding up in whole or in part.

- 22.2.4. A change in law or regulation which prevents these Terms or any Order Form associated with the Payment Services from continuing.
 - 22.2.5. Continuing to perform obligations under these Terms or any Order Form would breach any AML Regulations.
 - 22.2.6. Where:
 - 22.2.6.1. There is a voluntary arrangement with creditors;
 - 22.2.6.2. A winding up resolution or order is made (other than for solvent reconstruction);
 - 22.2.6.3. There is a notice of intention to appoint an administrator or an administrator has been appointed;
 - 22.2.6.4. A receiver or administrator receiver is appointed over any of the parties assets or undertakings; and/or
 - 22.2.6.5. A party is dissolved.
 - 22.2.7. Any equivalent event as described in clauses 22.3.5 to 22.3.6.5 (inclusive) occurs under the laws of another jurisdiction.
 - 22.2.8. Any event or series of events occurs which, in the reasonable opinion of the party, has or may have a Material Adverse Effect on the other party.
 - 22.2.9. The Client fails to provide sufficient information as required under these Terms or any Order Form.
 - 22.2.10. Clear Junction amends its risk assessment of the Client and/or its Customers or its eligibility criteria regarding Payment Services.
 - 22.2.11. The risk of Clear Junction breaching AML Regulations due to interactions with you significantly increases above the initially assessed level.
 - 22.2.12. You fail to comply with any due diligence (clause 5) or audit (clause 6) requirements under these Terms.
- 22.3. Notwithstanding clauses 22.1 - 22.3, where a party has a right to terminate these terms under clauses 4.3, 6, 20.2 or 21, that right arises as specified in the relevant clause.
- 22.4. Termination of these Terms or any Order Form constitutes an automatic closure of all Payment Accounts. In the event that any Payment Account reflects an outstanding balance upon termination or account closure, you remain fully responsible for all amounts due. We may take lawful steps to recover such amounts, including but not limited to referring the outstanding balance to third-party debt collection agencies.
- 22.5. In order to terminate these Terms or any Order Form, a party must send a notice of termination ("Termination Notice") by:

- 22.5.1. A registered letter with acknowledgement of receipt;
 - 22.5.2. Email to clients@clearjunction.com; or
 - 22.5.3. The internal messaging system on the Online Portal.
- 22.6. After termination, the credit balance (if any) of a Payment Account and Reserve Account will be transferred without undue delay to the Client's Nominated Account, after the deduction of any Fees due to Clear Junction. Once transferred, Clear Junction has no further obligations regarding these funds or to Client. Clear Junction reserves the rights to retain the funds in the Fixed Reserve account in accordance with these Terms, and once Clear Junction is satisfied there is no requirement to hold such funds, they will be transferred to Clients Nominated Account.
- 22.7. If Clear Junction are unable to transfer a credit balance to the Client for any reason, such funds will be retained in a segregated account until details of a valid Nominated Account has been provided:
- 22.7.1. The Client shall indemnify Clear Junction for any costs incurred while retaining the funds;
 - 22.7.2. Clear Junction may deduct these costs from the retained funds; and/or
 - 22.7.3. For each month (or part month) after the first month that funds from the Payment Account or Reserve Account remain in the segregated account, Clear Junction may apply a 1% monthly fee on the credit balance, deducted automatically.

23. **Non-Solicitation**

- 23.1. The Client agrees that, without Clear Junction's prior written consent, you will not during our relationship and for a period of six (6) months after it ends, directly or indirectly solicit, entice away, or employ (or attempt to employ) any individual who is or has been employed, engaged, or contracted by Clear Junction in connection with the Payment Services.
- 23.2. If Clear Junction provides its consent, you will be liable to pay Clear Junction an amount equal to 25% of the individual's current annual remuneration with Clear Junction, or 25% of the annual remuneration offered by you to that individual (whichever is higher).
- 23.3. The Client agrees that, without Clear Junction's prior written consent, you will not during our relationship and for a period of six (6) months after it ends, directly or indirectly solicit, entice away, or employ (or attempt to employ) any individual who is or has been employed, engaged, or contracted by Clear Junction in connection with the Payment Services.
- 23.4. If Clear Junction provides its consent, you will be liable to pay Clear Junction an amount equal to 25% of the individual's current annual remuneration with Clear Junction, or 25% of the annual remuneration offered by you to that individual (whichever is higher).

24. **Recording**

- 24.1. The Client agrees that telephone calls, video calls, online meetings, and other communications between the Parties may be monitored and/or recorded by Clear Junction for training, compliance, and service quality purposes.
- 24.2. The Client acknowledges and agrees that Clear Junction may automatically use artificial intelligence ("AI") tools for recording and analysis to capture, transcribe, and review such communications as part of its standard business operations. Such recordings will be made available to you upon request.
- 24.3. Clear Junction will ensure that any personal data processed through such recordings or AI tools will be handled securely and in accordance with applicable Data Protection Laws and will only be used for the purposes outlined above or as otherwise permitted by Applicable Laws.

25. **Publicity**

- 25.1. The Client may not use the Clear Junction name, logo, trademarks, or other branding associated with Clear Junction in any of its Customer materials or communications without Clear Junction's prior written consent.
- 25.2. If the Client breaches this clause, it must immediately stop using Clear Junction branding, remove any materials containing such branding, and confirm in writing that removal has taken place.
- 25.3. If Clear Junction agrees to any use of its name or branding, such use will be subject to terms and conditions set by Clear Junction, which the Client must agree to and follow for the permission to remain valid.

26. **Survival of Clauses Following Termination**

- 26.1. The termination or expiry of these Terms or any Order Form (however arising), shall not affect any accrued rights, obligations, or liabilities as at the date of termination, including the Client's obligation to pay any outstanding Fees, fund or maintain a Fixed Reserve, make reimbursements, or indemnify Clear Junction for any Losses arising from fraudulent transactions.
- 26.2. Any clause which, by its nature or express terms, is intended to continue after termination shall remain in full force and effect. Without limitation, the provisions of warranties and indemnities, notices, limitation of liabilities and this clause shall survive termination or expiry to the extent necessary to give full effect to their terms.

27. **No Waiver**

- 27.1. A delay or failure by either party to exercise any right or remedy under these Terms shall not operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy.
- 27.2. A waiver of one breach or default shall not be taken as a waiver of any later breach or default.
- 27.3. Any purported waiver or release must be in writing and specifically authorised to be effective.

28. **Third Parties**

- 28.1. Except where expressly stated otherwise, no person other than the parties to the Order Form shall have any rights to enforce, rely on, or benefit from any of these Terms under the Contracts (Rights of Third Parties) Act 1999 or in any other way.
- 28.2. This means that only the parties who have signed the Order Form can take action in relation to it.

29. **No Partnership**

- 29.1. Nothing in these Terms or the Order Form shall create or be deemed to create any partnership, joint venture, or agency relationship between the parties. The Parties are not authorised to act on behalf of, or bind, the other in any way.

30. **Assignment and Transfer of Rights**

- 30.1. Neither Clear Junction or the Client may assign, transfer, charge, create a trust, or otherwise deal with its rights and/or obligations under these Terms or Order Form without the other's prior written consent, which shall not be unreasonably withheld or delayed.
- 30.2. Clear Junction may assign, novate, or transfer this Agreement (or any of its rights or obligations) to another entity within the Clear Junction Group, and will provide written notice of any such transfer to the Client.
- 30.3. Unless otherwise stated, any such assignment or transfer shall not affect either party's existing liabilities or obligations.

31. **Subcontracting**

31.1. The Client may not subcontract any of its obligations under these Terms or the Order Form without Clear Junction's prior written consent, which shall not be unreasonably withheld or delayed.

32. **Remedies Not Exclusive**

32.1. Unless expressly stated otherwise, the rights and remedies under these Terms are cumulative and do not exclude any other rights or remedies available under law or otherwise.

33. **Severance**

33.1. Occasionally, a section of these Terms might be found to be invalid, illegal, or unenforceable by a court or under a new law or regulation. If that happens:

33.1.1. The problematic section will be treated as if it was never part of these Terms.

33.1.2. The remaining Terms will remain fully valid and binding for you and Clear Junction. We will both still need to follow all the other terms.

33.1.3. We will replace the invalid section with new wording that is legal and as close as possible to the original meaning and goal of that part of these Terms or Order Form.

34. **Governing Law and Jurisdiction**

34.1. This Agreement and any dispute or claim arising from or connected with it (including non-contractual disputes or claims) shall be governed by the law of England and Wales. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.