

Wpdirectdebit End User Licence Agreement

Last updated: 19 October 2021

This software platform is only licensed by the Licensor, WPDIRECTDEBIT Ltd of 128 Munster Road, Teddington, United Kingdom, TW11 9LW, with company number 13637106, (“we/us”) on the condition that you as the Licensee (“you”) accept all the terms contained or referenced in this Agreement.

The software is a WordPress plugin for the GoCardless platform and is available to legal, online retail or service providers and is not for private, personal or illegal use. You must maintain an active account on the wpdirectdebit.com website. Then once you have paid for a Licence you will be directed to the GoCardless platform to receive an “access token”. You must have an active “access token” in order to gain full use of the licensed software.

For more information about signing up for an account please visit wpdirectdebit.com/register.

For information about obtaining a GoCardless “access token” please visit wpdirectdebit.com/documentation/connection-settings.

1. Licence:

1.1 Licence grant:

1.1.1 The Licence is granted on either a monthly or annual basis with automatic renewal at the end of each licence term unless cancelled by you as outlined in this Agreement.

1.2 Upgrades:

1.2.1 We may upgrade the software from time to time to improve performance and functionality. Your Licence will include any upgrades to the software that are implemented during your License term.

1.3 Authorised User:

1.3.1 The Licence is for use by you or someone you authorise to act on your behalf. You must not permit anyone who is not you or someone authorised by you to use this Licence. Allowing an unauthorised user to access and use the software is a breach of this Agreement and could lead to your access to the licensed software being revoked either temporarily or permanently.

1.4 Authorised Activities by us:

1.4.1 We will carry out all necessary Authorised Activities required for you to make use of the GoCardless platform, including those relating to your Connected Merchant Account. By utilising this licence you are consenting to these Authorised Activities which include actions carried out on your behalf. The Authorised Activity includes access to the Connected Merchant Account via the API to view, create and make changes to customers, payment and subscriptions and other information.

1.4.2 For more details regarding your Connected Merchant Account and our Integration Partner agreement, please follow this link: <https://gocardless.com/legal>

1.5 Support:

1.5.1 The Licence comes with support services. If you modify or change the licensed software in any manner you will not be able to utilise support services and may lead to a termination of your access to the licensed software. For more information about support services please visit wpdirectdebit.com/post-sales-support.

1.5.2 Please note that neither we nor GoCardless are responsible for the security or data protection compliance of your individual website. This responsibility lies solely with you as the Licensee.

1.6 Fees:

1.6.1 You will receive a detailed outline of the fees and costs associated with your Licence upon signing up for your subscription. If you have not received written information about your fees please contact us at the following email address: help@wpdirectdebit.com.

2. Templates:

2.1 On our website we may make available some helpful forms and templates for use by our Licensees. These are copyright protected materials and are intended solely for the internal use of our Licensees. If you download any of these materials you must not share or distribute them to others outside of your business or organisation.

3. Licence limitations and prohibitions:

3.1 Licence use and limitations:

3.1.1 The software is designed for use with the GoCardless payment platform but does not provide for the security or fitness for purpose of the GoCardless platform. For information about GoCardless terms and conditions please visit their website <https://gocardless.com/legal>

3.2 Availability of licensed software:

3.2.1 We strive to make the software available to you 24/7. However, we cannot be held responsible for any outage that was not completely within our control. This includes outages caused by IT system failures, infrastructure failures or malicious interference.

3.3 Foreign currencies:

3.3.1 We may provide information about current exchange rates through the plugin but we cannot guarantee or be held liable for what the exchange rate will be at the time a payment is processed or what other fees/charges may be applied when using the software for foreign currency transactions.

4. Intellectual Property:

4.1 Except for the rights expressly granted under this Agreement, nothing in this Agreement will function to transfer any of your or our Intellectual Property rights, and each of our exclusive interest in and ownership of our Intellectual Property rights before or outside the scope of this Agreement.

5. Limitations of liability and warranty:

5.1 Limitations and exclusions:

5.1.1 We make no representations, warranties or guarantees that the software will meet your specific requirements, that it will not infringe rights of third parties, that it is compatible with all software and hardware, or that it will be completely secure.

5.2 Liability, if any, shall be limited in amount to the Licence fee paid by you during a maximum period of 1 year.

5.3 Nothing in this Agreement excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from gross negligence, or for any other form of liability which cannot be excluded or restricted by law.

6. Variation:

6.1 We reserve the right to revise and amend this Agreement from time to time. It is recommended that you review this Agreement regularly. However, you will be notified if there are any significant changes to the Agreement that would materially affect your legal rights.

7. Indemnification:

7.1 You shall indemnify us and hold us harmless from any liabilities, costs, expenses, damage or losses caused either directly or indirectly by yourself or your authorised user as a result of using the licensed software.

8. Term and termination:

8.1 Your Licence will automatically renew at the end of your term unless you provide us with 30-days written notice that you do not wish to renew. If you are on a monthly Licence then you must provide at least 10 days written notice.

8.2 We may terminate this Agreement and access to this licence at any time. We will provide reasonable notice of such termination and you will be refunded a pro rata portion of your licence fee based on the time remaining on your licence at the time of cancellation. Please note, in accordance with clause 8.3, you will not be refunded if this Agreement and access to this licence is terminated due to a breach of this Agreement.

8.3 You may have your licence suspended at any time if, in our sole discretion, we believe you are in breach of this Agreement or your obligations under the GoCardless Merchant Agreement. If you are unable to remedy any such breach within 10 days of notification and suspension your licence will be terminated. In such case, you will not receive a refund.

8.4 The following actions by you will cause immediate termination and potential revocation of any active tokens:

8.4.1 Overuse/abuse of the system

8.4.2 Redistributing copies of the software or templates

8.4.3 Utilising DDOS or other malicious actions to impact the site and interfere with others ability to utilise the site.

9. Data protection:

9.1 For the purposes of the Data Protection Act 2018 (“**DPA’18**”) we are a Data Processor. We process and retain personal information only to the extent required by law or under our obligations as a GoCardless service provider. Please note, using this and other GoCardless services requires that cookies are embedded on to your website that collect and store your customer data. It is your responsibility to provide information about this and other cookies that operate on your website to collect personal data. We are not responsible for, nor have any control over the collection and use of the data gathered by cookies on your website that are necessary for the functioning of the GoCardless service. The WPdirectdebit plugin only uses necessary session cookies that are required for the proper functioning of the software.

10. Severability:

10.1 If any provisions in this Agreement are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, the remainder of the Agreement and provisions shall remain valid and enforceable.

11. Arbitration clause:

11.1 Any dispute arising out of or in connection with this Agreement, including questions regarding its existence, validity or termination, shall be referred to and resolved by arbitration.

12. Law and jurisdiction:

12.1 Any disputes arising from this Agreement (whether contractual or otherwise) will be governed by, and construed in accordance with, the laws of England and Wales.

12.2 Any disputes not resolved under the Arbitration Clause above shall be subject to the jurisdiction of the courts of England and Wales.