

This Fair Use Policy forms part of your Agreement with Worldpay and applies where you subscribe to either a **Fixed Monthly, Simplicity** or **Pay As You Go** Pricing Plan. Other usage restrictions in your Agreement apply to Worldpay Services. Please read this Fair Use Policy thoroughly and keep a copy for your records.

The two types of over-usage explained in this policy are:

- **Transaction "Mix" usage:** Section 1 below explains what the "mix" ratios of certain card types, and the actions we can take where your mix of cards is outside of Worldpay's Fair Use Policy. These usage limits apply to the **Fixed Monthly, Simplicity** and **PAYG** Pricing Plans.
- **Transaction Volume usage:** Section 2 below explains Worldpay's Fair Use Policy in relation to the total value of transactions you process. These limits only apply to customers on a **Fixed Monthly** Pricing Plan.

Section 3 below includes some general terms and further explanatory notes relevant to this Fair Use Policy and the limits above.

How we will update this policy

We may update this policy from time to time by informing you on the following website:

www.worldpay.com/uk/fairusage

You must check this policy regularly for updates. Your continued use of Worldpay services after any change to this policy constitutes your acceptance of the changes.

This policy was last updated in November 2017.

Section 1 – Fixed Monthly, Simplicity and PAYG Pricing Plans – Transaction "Mix"

Part A – 25% Transaction Mix Limits

If you take services subject to either a **Fixed Monthly, Simplicity** or a **PAYG** Pricing Plan, the total value of either (i) your **commercial** card transactions or (ii) your **inter-regional** card transactions may not exceed **25%** of the value of your total card transactions processed by Worldpay under that Pricing Plan in any calendar month.

Part B – The actions Worldpay can take if you exceed a Transaction Mix Limit

If you exceed the Transaction Mix Limit, Worldpay can take one or more of the following actions.

- **Apply a 1% retrospective top-up fee:** If you exceed a Transaction Mix Limit in any calendar month, Worldpay may invoice you for a **retrospective top-up fee in an amount equivalent to 1%** of the total value of the transactions that exceeded each relevant monthly Transaction Mix Limit. Where we apply a top-up fee, we will let you know you have exceeded the Transaction Mix Limit and the relevant top-up fee that will apply.
- **Termination or changing Pricing Plan:** If you exceed a Transaction Mix Limit in **any 3 calendar months in any 6 month period**, then in addition to applying a top-up fee as set out above, we may at our discretion (by providing 2 months' prior written notice to you) either:
 - (i) Move you to a new Pricing Plan[^]; or
 - (ii) Terminate your Agreement in relation to the services that are subject to your relevant **Fixed Monthly, Simplicity** or **PAYG** Pricing Plan.

Please note that termination as set out above will not affect any other Worldpay services not included in your relevant **Fixed Monthly, Simplicity** or **PAYG** Pricing Plan.

Section 2 – Fixed Monthly Pricing Plan – Transaction Volume Over-usage

Part A – 20% Transaction Volume Limit

If you take services subject to a **Fixed Monthly** Pricing Plan, the total value of card transaction in any calendar month may not exceed the upper limit of your usage band (as set out in your Application Form or as subsequently agreed between us), by more than **20% of the monthly pro-rata mid-point of your band*** in any calendar month.

Part B – The actions we can take if you materially exceed the Transaction Volume Limit for your band

If you exceed the Transaction Volume Limit, Worldpay can take any one or more of the following actions:

- **Moving your usage band (20% or more over-usage):** If you exceed the Transaction Volume Limit by the **20%** over-usage amount above in **any 3 calendar months in any 6 month period** then we may (by providing 2 months' prior written notice to you) move you to an appropriate usage band to reflect your highest monthly usage and apply the rate for that new usage band to your Pricing Plan, from the beginning of the calendar month beginning after our notice takes effect[^].
- **Apply a 2% retrospective top-up fee (40% or more over-usage):** If the total value of card transaction processed by Worldpay in any calendar month exceeds the upper limit of your usage band by more than **40%** of the pro-rata mid-point of your band* then, in addition or as an alternative to the right to move your usage band above, Worldpay may invoice you for a **retrospective top-up fee in an amount equivalent to 2%** of the total value of the transactions that exceed this 40% monthly over-usage threshold. Where we apply a top-up fee, we will let you know you have exceeded the Transaction Volume Limit and the relevant top-up fee that will apply.
- **Termination or changing Pricing Plan (40% or more over-usage):** If the total value of card transactions exceeds your usage band by more than **40%** of the pro-rata mid-point of your band* in **any 3 calendar months in any 6 month period** then, in addition or as an alternative to our rights above, we may at our discretion (by providing 2 months' prior written notice to you) either:
 - (i) Move you to a new Pricing Plan[^]; or
 - (ii) Terminate your Agreement in relation to the services that are subject to your **Fixed Monthly** Pricing Plan.

Please note that termination as set out above will not affect any other Worldpay services not included in your relevant **Fixed Monthly** Pricing Plan.

Section 3 – General terms and notes

No failure on our part to exercise, or any delay in exercising, any right in this Fair Use Policy or the Agreement shall operate as a waiver of that right. All rights may be exercised cumulatively or severally at our discretion, and our right to exercise one right is in addition and without prejudice to our right to take other action or exercise any other right or remedy we may have under the Agreement or otherwise.

* For example, if the pro-rata (one twelfth of your annual) usage band gave an effective £5,000 - £15,000 monthly usage limit, the 20% excess usage would be calculated based on the monthly mid-point of £10,000 (being the mid-point between £5,000 and £15,000), as follows: £10,000 x 20% = £2,000. This would mean if you exceeded the £15,000 upper limit of the band by £2,000 (i.e. by processing over £17,000 in the month), you would breach the 20% usage limit for that month.

[^] Worldpay will notify you when you are required to move to either a new band within your Pricing Plan or a new type of Pricing Plan, such as a Standard Pricing Plan. Your continued use of services after the notice of the change takes effect constitutes your acceptance of, and agreement to take, relevant services subject to the new banding or Pricing Plan.