

SECTOR SPECIFIC MERCHANT TERMS - GAMING AND GAMBLING MERCHANTS

The following additional terms and conditions apply to you where you are a gambling or gaming sector merchant.

1. Definitions and Interpretation

- 1.1. In these additional terms regarding Gaming and Gambling Services, the following capitalised terms and expressions will have the following meanings (unless the context requires otherwise):

"Country Code" means the Cardholder's billing contact country code, which is a two digit ISO designated code;

"IP Address" means the Cardholder's internet protocol address or domain name system address;

"Gaming Transaction" means a Transaction related to gaming or gambling, including the payment of a deposit by a player to you, or the payment of winnings to a player by you;

"Original Credit Transaction" means a Transaction that results in a disbursement to the account number of a Card for a purpose other than Refunding a purchase as permitted from time to time by a Card Scheme;

"Prohibited Countries" means any country, state, principality or nation that is not the United Kingdom or the Republic of Ireland.

- 1.2. In the event of any inconsistency between the provisions of these additional terms and any other parts of your Agreement with us, these additional terms shall prevail to the extent of any inconsistency.
- 1.3. Capitalised terms not listed above shall have the meaning given to them in the Agreement, clause 1.1.

2. Using the Gambling and Gaming Services

- 2.1. From time to time, you may use the Services provided to you, as permitted under the Agreement, to enable Gaming Transactions.
- 2.2. You authorise us and provide your consent to us to execute a Gaming Transaction (in compliance with all Network Rules applicable to Gaming Transactions,) when you submit Transaction Data to us (if applicable, such payment to a Card shall be an Original Credit Transfer approved by the relevant Card Scheme). When you provide this Data, it shall also include a merchant outlet number and the correct Card Scheme merchant category code which both we and you have agreed identifies the Transaction as a Gaming Transaction.
- 2.3. Once you have consented to a Gaming Transaction in accordance with paragraph 2.1 above you cannot ask us to stop that Gaming Transaction. However, we will cancel a Gaming Transaction for the payment of winnings that has not been paid, if we agree to do so.

- 2.4. Where a Buyer has initiated a Gaming Transaction with you using a Card which results in the payment of winnings (including unspent chips or other value usable for gambling), those winnings must be disbursed to the account number of the Card that was used to lawfully place the winning wager (or original deposit in the case of unspent chips or value). The MasterCard and Visa Card Scheme Rules require such Transactions to be undertaken by MasterCard Payment Transaction or by Visa Original Credit and not in the form of cash, a check, or any other payment method.
- 2.5. We are only obliged to process any Refund or Gaming Transaction for the payment of winnings to the extent that we hold sufficient funds for you at the relevant time and subject always to any limit imposed by the relevant Card Scheme on the amount payable as a Gaming Transaction. To the extent we do not hold such funds, you agree to put us in funds prior to such Refund or Gaming Transaction being undertaken. You shall reimburse us immediately and hold us free of any liability in respect of the payment of Refunds or Gaming Transactions to the extent that we make these payments whilst not in funds.

3. Your obligations

- 3.1. You warrant (on an ongoing basis throughout the term of the Agreement) that you will fulfil your obligations under the Agreement (including these additional terms) and perform your business in compliance with all Applicable Laws and Network Rules and further agree that you will comply with such requirements that we notify to you from time to time.
- 3.2. You acknowledge and agree that we are not obliged to execute any Transaction or Gaming Transaction or provide any Service to you that we consider, in our sole discretion, would breach any Applicable Law or Network Rules.
- 3.3. Your obligations under the Agreement and these additional terms include, without limitation, that you must not:
 - (a) submit any Transaction Data to us in respect of a Gaming Transaction where the Buyer is located in a Prohibited Country or such submission is contrary to any Applicable Law;
 - (b) use our facilities to provide, or to assist others in providing, gaming or gambling opportunities to any Person located in a Prohibited Country or contrary to any Applicable Law;
 - (c) use our facilities to process or assist others in processing bets from any person located in a Prohibited Country or contrary to any Applicable Law;
 - (d) make payments in relation to Gaming Transactions to any Person located in a Prohibited Country, or contrary to any Applicable Law, from accounts held with us (or our Group Companies); and/or
 - (e) pay any revenues/profits arising from Gaming Transactions initiated or carried on in a Prohibited Country, or contrary to any Applicable Law, into accounts held with us.
- 3.4. Your obligations under the Agreement and these additional terms include that in relation to internet Gaming Transactions you must use a fraud and risk management product or service acceptable to us, to provide us with both the Buyer's IP Address and the Country Code for each Gaming Transaction. If you fail to provide such information to us for a Gaming Transaction in accordance with this paragraph, we will send you a notice requiring that you provide the missing information to us immediately. If you do not provide the missing information within the timeframe specified in the notice, we may at our discretion deem this to be a material breach of the Agreement which is not capable of remedy and we may exercise our right to terminate immediately.

- 3.5. Your obligations under the Agreement and these additional terms include that you must maintain and enforce documented policies and procedures relating to the verification of your customers, including procedures to verify the age, nationality and residency of your customers.
- 3.6. Where the routing of Gaming Transactions to the merchant identification numbers allotted to you by us is within your control, you must route each Gaming Transaction correctly based on the location of the relevant Card Issuer and you shall hold us free of any liability in respect of any incorrectly routed Gaming Transaction and reimburse us immediately for any shortfall in Fees owed to us as a result.
- 3.7. You shall promptly disclose to us such accurate, complete and reliable information as we reasonably require relating to your monitoring of Gaming Transactions, and the appropriate country blocking and technology and/or operational measures and processes employed by you to ensure your compliance with these additional terms, without limitation.
- 3.8. If you breach any of the foregoing paragraphs 3.1 to 3.7, it will; (i) be deemed a material breach of the Agreement entitling us to suspend and/or terminate these additional terms and/or Agreement or any one or more of the Services (or in each case any part thereof) at any time with immediate effect by notice to you; and (ii) entitle us to indemnification by you under clause 14 of the Agreement.
- 3.9. You accept and understand that we may be prevented from performing part or all of the Services if we are issued with a lawful instruction by the Regulatory Authority requiring us not to provide the Services.
- 3.10. You accept and understand that if a Regulatory Authority seizes funds held by us, whether contained in the Worldpay Customer Payments Account or Worldpay Customer Alternative Payments Account or otherwise in relation to any of your alleged actions, omissions or inactions then;
 - (a) if those funds would otherwise be due to you or subject to your instruction, the funds retained or seized will not be reimbursed to you; and
 - (b) if the funds so retained or seized correspond to amounts already paid to you or on your instruction, then you must repay us immediately on demand.
- 3.11. You must not sell chips or other value that can be used, directly or indirectly, to gamble at locations other than those that you wholly own.
- 3.12. All Transactions using MasterCard must include CVC 2 data.
- 3.13. You must not credit winnings, unspent chips or other value usable for gambling to a Mastercard Account, and such Transactions must not be processed to any type of Mastercard Corporate Card.

4. Website notice obligations

- 4.1. If applicable, you must post a notice on your website(s) to be displayed before requesting a Cardholder's or Buyer's account number) which:
 - (a) says that internet gaming is not lawful in some jurisdictions including United States and that you only accept business from persons located in the United Kingdom;
 - (b) contains a statement that it is the Cardholder's responsibility to check the laws concerning online gambling in the Cardholder's country;

- (c) contains the following statement: "*Internet Gambling may be illegal in the jurisdiction in which you are located; if so, you are not authorized to use your payment method to complete this transaction*";
- (d) contains a statement prohibiting the participation of minors;
- (e) contains a complete description of: (i) the rules of play; (ii) cancellation policies; and (iii) pay-out policies;
- (f) contains a statement recommending that the Buyer or Cardholder retains a copy of any transaction records and your merchant policies or rules; and
- (g) contains an acquirer numeric identifier.

5. Record retention

- 5.1. You must maintain up to date records of your customers and of each Gaming Transaction. Such records must include:
 - (a) verification of a customer's details (including age and identity);
 - (b) the date that a customer account was opened; and
 - (c) the Gaming Transaction history (including the IP address, and geo-location tracking per Gaming Transaction).

6. Worldpay's additional termination rights

- 6.1. In addition to those termination rights in the Agreement, we may terminate the Agreement or any Service, or suspend the provision of any Service with immediate effect (to be notified to you in writing), if:
 - (a) your business has any withdrawal or termination of any licence, permission or authorisation required to operate it; or
 - (b) there is a change in our gaming and gambling sector risk policy where we, in our reasonable discretion, determine that our relationship with your business as a gaming and/or gambling sector merchant represents increased risk of loss or liability to us.

7. Provision and disclosure of Data and information

- 7.1. Upon our request, you shall at all times throughout the term of the Agreement (and for such subsequent period as may be necessary thereafter) promptly disclose to us and/or any Other Financial Institution such accurate, complete and reliable information as we or the Other Financial Institution reasonably require relating to your monitoring of Transactions relating to gaming and gambling and/or Gaming Transactions and technology and/or operational measures and processes employed by you to ensure your compliance with these additional terms.
- 7.2. Where we write to you to request it, you agree to provide to us all such information or access as may reasonably be required by us to enable us to verify and/or satisfy ourselves that you are in full compliance with your obligations as set out in these additional terms, including submission to our compliance review, as conducted by our third party gambling compliance auditor.

8. Miscellaneous

- 8.1. Each and every Worldpay Group Company may enforce these additional terms, subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 8.2. It is expressly agreed that Worldpay may rescind or vary the Agreement or these additional terms without the consent of any Person or body who has the right to enforce these additional terms, the Agreement or the term in question, notwithstanding that such rescission or variation may extinguish or alter that Person's entitlement under that right.