

# Global Fortress

## Terms And Conditions

1. These Terms and Conditions set out the agreement for your Global Fortress service with GPUK LLP trading as Global Payments (GP). They apply specifically to Global Fortress and are without prejudice to any existing and future Card Processing Agreement, Terminal Rental Agreement and any other agreements, securities, guarantees and other written instruments between us, all of which remain in full force and effect.
2. Please read these Terms and Conditions (hereinafter referred to as the "Global Fortress Agreement") (and the Terms of Use of SecurityMetrics™, which are provided at registration), carefully. **Your attention is drawn in particular to the indemnity you provide under Condition 5.2 and to the limitations and exclusions on our liability contained in Conditions 5 and 6.2.**

### 3. **Defined Terms**

In this Global Fortress Agreement:

- "Fees and Charges" means the monthly fees and charges referred to in clause 7
- "Data Breach" means any data breach, hack or other activity leading to the disclosure of customer card data
- "Global Fortress" is the product name for our PCI DSS compliance programme run in conjunction with SecurityMetrics™
- "PCI DSS" means the universal Payment Card Industry Data Security Standard
- "PCI DSS Compliance" means full compliance with the PCI DSS
- "Provider" means SecurityMetrics™, the QSA supporting us with this product
- "QSA" means the Qualified Security Assessor, who is approved by the PCI Security Standards Council
- "SAQ" means a PCI DSS Self Assessment Questionnaire
- "Services" means the services provided to you by the Provider as part of Global Fortress
- "Start Date" means the date your agreement for Global Fortress starts, which will be the day you contact Global Fortress to sign up by telephone, email or any other media
- "Us, "We", "Our" and similar terms means GP and/or its successors and assigns
- "You" means the merchant signing up to Global Fortress.

4. **Acceptance** – The offer of Global Fortress is subject to any acceptance criteria we have in place from time to time. We may review or introduce new criteria and your qualification under these. This may lead to our withdrawing Global Fortress from you. We will give you at least two (2) months notice of withdrawal of Global Fortress in this situation. Please see also clauses 9.2 and 9.3.
5. **Global Fortress**
  - 5.1 Global Fortress does not constitute a guarantee or warranty of PCI DSS Compliance. There are likely to be a number of actions you will be required to take to achieve and maintain PCI DSS Compliance as will be advised by the Provider. PCI DSS is an active standard, reviewed at least annually, which may require you to take further actions to maintain your compliance.
  - 5.2 Achieving PCI DSS Compliance using Global Fortress and SecurityMetrics or an alternative QSA does not guarantee you will not suffer a Data Breach. By their very nature the PCI DSS, which are publically and freely available, are minimum standards and therefore have limitations. If you are subject to any Data Breach, we will advise you of the actions you need to take when we are aware of the breach. All liabilities, fines and costs incurred as a result of any Data Breach will be your responsibility and you will indemnify us on demand against any liabilities, fines and costs we incur as a direct or indirect result.
  - 5.3 If you accept Global Fortress' bespoke pricing (see clause 7.2) all benefits attributed to Global Fortress will be limited to the equivalent of five (5) merchant IDs.
  - 5.4 You will ensure you remain PCI DSS Compliant by renewing your compliance every twelve (12) months. While the Provider typically will advise you of the actions you need to take and when, responsibility for compliance and monitoring the timelines associated with it always remains with you.
  - 5.5 You will promptly notify us of any Data Breach and will comply with all actions we require of you to remedy the same.
  - 5.6 In a timely manner, you will provide us and/or the Provider with such information relating to your security of customer data as we or the Provider require from time to time and with such access to your systems or facilities as we or the Provider may reasonably require in order to verify the same.
  - 5.7 In no circumstances will our liability to you under the Global Fortress Agreement or in respect of Global Fortress in any way, whether in contract

or in tort or in any other manner arising (save in respect of any liability of ours for fraud on our part, death or personal injury) exceed the aggregate of six (6) months Fees and Charges at the then current rate.

## 6. **The Provider**

- 6.1 Significant parts of Global Fortress are provided to you directly by the Provider. You will enter into an agreement with the Provider for its provision of Services to you under its Terms of Use. You must satisfy yourself with regards to those Terms of Use. We are not a party to that agreement.
- 6.2 In no circumstances will the Provider be entitled to make any representation or bind us in any way. We will not be liable for any statement or representation made by the Provider, for the provision or non-provision of the Services, for the accuracy or quality of advice given to you by the Provider or for any act or omission on their part.
- 6.3 We will share data with the Provider to ensure we provide a professional service to you. Unless you otherwise authorise directly, the Provider will not be able to use this data for any purpose other than for that which it is intended and will not share it with any other third parties without our prior express permission. We and the Provider may make direct contact with you in connection with Global Fortress through a variety of communication channels, including but not limited to letter, telephone, email and fax.

## 7. **Fees And Charges**

- 7.1 We will charge you a monthly fee for Global Fortress. This is currently £3.50 per merchant ID, (plus VAT, where applicable), where scans are not required and £7.00 per merchant ID (plus VAT, where applicable), where scans are required. We may vary this fee from time to time on at least two (2) months notice. This will be collected monthly in arrears by addition to your invoice under your Card Processing Agreement. The remainder of the calendar month in which you sign up with Global Fortress will be free.
- 7.2 We will apply a fee for larger Global Fortress merchants, (i.e. those with six (6) or more merchant IDs), accepting bespoke pricing, charged annually in advance. These fees will be payable direct to SecurityMetric, collected via a Direct Debit, bank transfer or Credit Card. These fees will be agreed between You and SecurityMetrics upon enrolment. Annual renewal fees will be collected by SecurityMetrics in agreement with you. If you choose to accept bespoke pricing clause 7.1 above does not apply.

- 7.3 After we have provided you with a formal notification of the introduction of our monthly non-compliance charge, you will have two (2) months thereafter to achieve PCI DSS compliance to avoid the charge. If you do not do this, we will apply a monthly non-compliance charge under clause 13.3 of your Card Processing Agreement of £0.15 for each sale transaction we process on your behalf, subject to a minimum monthly charge of £50.00. We may vary this charge from time to time under clause 1.3 of your Card processing Agreement. This will be collected, per merchant ID, monthly in arrears, by addition to your invoice under your Card Processing Agreement. This charge will be applied in addition to your normal monthly Global Fortress fee as detailed in clause 7.1.
- 7.4 Should you choose not to use the Global Fortress service, we will apply a monthly administrative fee for achieving PCI DSS compliance using the services of another QSA or if you complete a SAQ. The administrative fee is currently £3.00 per merchant ID (plus VAT, where applicable), where no vulnerability scans are required. If vulnerability scans are required you will need to use a QSA and the fee is £6.00 per merchant ID per month (plus VAT, where applicable). This will be collected monthly in arrears by addition to your invoice under your Card Processing Agreement. This covers the cost of the work GP will have to undertake to comply with Card Scheme Rules.
- 7.5 Interest shall accrue on amount due and unpaid under this Global Fortress Agreement (both before and after judgment) at the relevant rate charged under the Card Processing Agreement (or, if there is no such rate, at 2% above the Bank of England Base Rate from time to time).
8. **Cooling Off Period** – You can cancel Global Fortress without penalty under this Global Fortress Agreement if you notify us to this effect in writing within fourteen (14) days of the Start Date. Please note that you may incur non-compliance and/or other administrative charges (see clauses 13.3 of the Card Processing Agreement and 7.4 above). This right only applies to the original Start Date and not on any renewal (see clause 9.1).
9. **Term And Termination**
- 9.1 This agreement for Global Fortress commences on the Start Date and will run for a period of twelve (12) months, renewed automatically for further periods of twelve (12) months unless otherwise terminated in accordance with these clauses.

- 9.2 In addition to our rights under clause 4, we can terminate your agreement with us for Global Fortress at any time immediately and without having to give notice if:
- We are entitled to terminate your Card Processing Agreement;
  - You do not pay us any Fee or Charge when it is due (and we may offer you a grace period to remedy this but we are not obliged to do so);
  - Any information you supply us with in your sign up for or participation in Global Fortress is misleading, inaccurate or incomplete in any material way;
  - You terminate your contract with the Provider;
  - The Provider terminates its contract with you.
- If we terminate under this clause, as well as your liabilities arising prior to termination, you will pay us the Fees and Charges for the remainder of the period until the next anniversary of the Start Date immediately upon demand.
- 9.3 We can terminate the Global Fortress Agreement immediately without having to give you prior notice if our arrangements with the Provider terminates. We will, however, notify you if we so terminate as soon as reasonably possible, and will give you prior notice where reasonably practicable.
- 9.4 We can, in addition to our rights under clauses 4, 9.2 and 9.3, terminate this agreement for Global Fortress on at least two (2) months notice.
- 9.5 You can terminate this agreement for Global Fortress by giving us at least one (1) month notice but this must expire on the next anniversary of the Start Date. All Fees and Charges arising prior to the date of such notice taking effect must be paid when due.
- 9.6 Any termination of the agreement for Global Fortress will not affect liabilities arising prior to termination. Furthermore, the termination of the Global Fortress Agreement will not affect the provision of any Services by a Provider unless the terms and conditions of that Provider state otherwise.
- 9.7 Should you terminate the Global Fortress Agreement, for the avoidance of doubt, you are still required to achieve and maintain PCI DSS Compliance under the Card Processing Agreement. You may be charged other fees, as detailed in clauses 13.3 of the Card Processing Agreement and/or clause 7.4 above.
10. **Variation** – We may vary these Global Fortress terms with at least two (2) months written notice (or such shorter period as is required to comply with any legal or regulatory duty).

## 11. **General**

- 11.1 All communication to be given under this Global Fortress Agreement is to be in accordance with the Card Processing Agreement.
- 11.2 No failure or delay by us in exercising any right under this Global Fortress Agreement shall be construed as a waiver or release of that right.
- 11.3 This Global Fortress Agreement represent the entire Terms and Conditions between us and you for your participation in the Global Fortress service and our liability for any representation or statement not expressly stated in them (other than any made fraudulently) is hereby excluded.
- 11.4 For the avoidance of doubt, nothing in this Global Fortress Agreement shall in any way affect any of our rights or your liabilities, under the Card Processing Agreement.
- 11.5 Where any clause, or part of a clause, is held to be invalid or unenforceable, that will not affect the remainder of the clauses (or the relevant clause).
- 11.6 This Global Fortress Agreement is governed by English law and the parties submit to the exclusive jurisdiction of the English courts.



## **Global Payments**

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**Global Payments is HSBC Bank plc's preferred supplier for card processing in the UK.**

Global Payments is the trading name of GPUK LLP. GPUK LLP is authorised by the Financial Conduct Authority under the Payment Services Regulations 2009 (504290) for the provision of payment services.

GPUK LLP is a limited liability partnership registered in England number OC337146. Registered Office: 51, De Montfort Street, Leicester, LE1 7BB. The members are Global Payments U.K. Limited and Global Payments U.K. 2 Limited. Service of any documents relating to the business will be effective if served at the Registered Office.