

edge+ Payment Gateway Services Terms

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GETEDGE PAYMENTS LTD T/A edge+

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These Terms govern gateway-related services provided by GETEDGE PAYMENTS LTD T/A edge+ ("edge+") to the customer named in the Order Form, Agreement, Quote, or Service Schedule ("Customer").

These Terms are intended for business customers only. They do not apply to a consumer acting wholly or mainly outside their trade, business, craft, or profession.

1. Binding Effect and Authority

These Terms become legally binding when incorporated into a signed Agreement, accepted Quote, Order Form, Service Schedule, onboarding form, gateway request, or other written confirmation of services.

By entering into an Agreement, the Customer confirms that:

- it has read, understood, and accepted these Terms;
- it is entering into the Agreement in the course of its business;
- the person accepting or signing has authority to bind the Customer;
- all information supplied to edge+ is accurate and complete; and
- the Customer will comply with all provider, acquirer, card scheme, PCI, security, and legal requirements that apply to gateway services.

2. Scope of Services

edge+ provides gateway-related services including:

- setup and configuration of payment gateways;
- integration with websites, applications, tills, or systems;
- technical implementation support;
- testing and onboarding assistance;
- ongoing technical support and configuration changes; and
- support for gateway users, credentials, and operational access where agreed.

edge+ does not provide payment processing, acquiring, settlement, banking, or regulated payment services.

3. Role of edge+

edge+ acts as one or more of the following:

- introducer;
- reseller;
- integrator;
- configuration provider; or
- technical support provider.

Unless expressly stated otherwise in writing, edge+ is not:

- a payment institution;
- an e-money institution;
- an acquiring bank;
- a card processor;
- a regulated financial services provider;
- a holder, controller, receiver, or settler of payment funds; or
- responsible for underwriting, risk approval, settlement, reserves, or account closure decisions.

4. Third-Party Payment Providers

Payment processing, authorisation, settlement, risk monitoring, fraud controls, reserves, chargebacks, and provider decisions are supplied or controlled by regulated third-party providers ("Payment Providers").

These may include:

- acquiring banks;
- payment processors;
- gateway operators;

- card schemes;
- fraud prevention platforms; and
- banking or settlement providers.

The Customer must enter into separate agreements with such providers where required. Those provider terms apply directly between the Customer and the relevant provider.

edge+ has no authority to:

- approve or decline merchant applications;
- set interchange, card scheme, provider, or acquiring fees;
- control settlement timelines;
- override provider decisions;
- release reserves or held funds;
- prevent chargebacks, account reviews, or account closures; or
- access, hold, receive, or control Customer funds.

5. Order Form and Commercial Terms

The Agreement may include an Order Form, Quote, Service Schedule, or gateway request setting out services, users, sites, setup fees, gateway fees, support package, billing date, payment method, and any special terms.

If there is a conflict between these Terms and a signed Order Form or Service Schedule, the signed Order Form or Service Schedule will take priority for that specific commercial detail only. These Terms continue to apply in all other respects.

6. Billing Definitions

Gateway fees may include charges for:

Transaction Processing

Charged per operation, including sale, authorisation, capture, void, refund, credit, update, validation, settlement, or similar gateway operation.

Card Updater Services

Charged per updated record.

Fraud Prevention Services

Charged per sale, authorisation, rule check, or transaction evaluated.

Customer Vault Services

Charged per add, update, deletion, or stored record.

Setup, Support, and Change Fees

Charged as agreed for onboarding, integration, configuration, user changes, support, or premium features.

Additional fees may apply for premium features, third-party services, pass-through provider costs, chargeable support, or requested configuration changes.

7. Billing and Payment Terms

Invoices are issued monthly in advance unless otherwise stated. Payment terms are 14 days from invoice date unless the Order Form states otherwise.

Payment is typically collected by Direct Debit. The Customer must pay all charges without deduction, withholding, counterclaim, or set-off. Prompt payment is an essential condition of the Agreement.

Gateway provider fees may be billed directly by the provider or via edge+, depending on the commercial arrangement. Charges remain payable whether or not the Customer uses the gateway, unless edge+ agrees otherwise in writing.

edge+ may pass through or vary charges for gateway providers, processors, acquirers, software vendors, fraud tools, card updater services, premium gateway features, taxes, or supplier costs where those costs change. edge+ will give reasonable notice where practicable.

8. Late Payment, Suspension, and Recovery

If payment is overdue, edge+ may do any of the following:

- suspend, restrict, or withdraw gateway-related services;
- remove, suspend, or restrict gateway users, credentials, API access, or configuration support;
- withdraw support until payment is made;
- charge interest and statutory compensation under the Late Payment of Commercial Debts (Interest) Act 1998 where applicable;
- recover reasonable administration, collection, legal, and enforcement costs; and
- terminate the Agreement if payment remains overdue or if edge+ reasonably considers non-payment to be material.

9. Customer Responsibilities

The Customer must:

- maintain accurate business, account, ownership, site, user, and contact information;
- comply with PCI DSS requirements where applicable;
- follow card scheme rules, acquirer terms, gateway terms, payment regulations, and Payment Provider requirements;
- secure gateway credentials, API keys, access tokens, passwords, terminals, systems, and user access;
- use services only for lawful transactions and lawful business activity;
- implement appropriate fraud controls and operational checks;
- remove or update users promptly when staff or contractors leave or change roles;
- notify edge+ promptly of suspected fraud, credential compromise, unauthorised access, data breach, account misuse, provider investigation, or security incident;
- cooperate with audits, provider requests, investigations, chargeback enquiries, compliance checks, and security reviews; and
- keep its own websites, applications, integrations, devices, networks, and systems secure and supported.

The Customer is responsible for all transactions, refunds, credentials, users, API activity, gateway activity, and instructions processed through or connected with its gateway account.

10. Security and Compliance

The Customer acknowledges that payment processing involves strict regulatory, card scheme, provider, security, and PCI requirements.

The Customer must:

- maintain PCI DSS compliance where applicable;
- protect cardholder data and personal data;
- use strong access controls and limit access to authorised users only;
- notify providers and edge+ promptly of security incidents;
- cooperate with audits, investigations, remediation, and compliance requests; and
- not store, transmit, or process card data in a way that breaches PCI, provider rules, or applicable law.

edge+ does not assume responsibility for the Customer's compliance obligations, PCI status, website security, application security, staff conduct, credentials, or fraud controls.

11. Settlement and Funds Handling

edge+ does not:

- receive payment funds;
- control settlement accounts;
- hold merchant balances;
- set reserve requirements;
- release held funds;
- process refunds directly; or
- control deductions for chargebacks, fees, fines, or provider adjustments.

All settlement is handled by the Payment Provider in accordance with its own terms. Settlement timing, reserves, rolling holds, chargebacks, deductions, account reviews, and account suspensions are determined solely by the provider.

12. Chargebacks, Fraud, and Risk Decisions

The Payment Provider has sole authority over:

- fraud monitoring;
- transaction declines;
- chargeback handling;
- risk controls;
- reserve requirements;
- account reviews;
- settlement decisions; and
- account suspension or termination.

edge+ is not liable for:

- chargebacks;
- fraud losses;
- refund disputes;
- processor decisions;
- provider fees, fines, or penalties;

- account reviews, reserves, holds, closures, or suspensions; or
- losses caused by unauthorised users, compromised credentials, insecure systems, or Customer trading activity.

13. Service Availability

Gateway functionality depends on third-party systems, Payment Providers, internet connectivity, card schemes, banking infrastructure, Customer systems, and other external services.

edge+ does not guarantee uninterrupted service. edge+ is not liable for downtime, failed transactions, delayed transactions, declined transactions, settlement issues, or gateway unavailability caused by provider outages, network failures, software issues, maintenance windows, Customer systems, provider action, or external events beyond its control.

14. Data Protection and Confidentiality

Each party must comply with applicable data protection laws, including UK GDPR and the Data Protection Act 2018, where they apply.

edge+ may collect and use business contact information, support information, technical information, onboarding information, user request information, gateway configuration information, and transaction-related operational information to provide services, administer the Agreement, manage risk, prevent fraud, support customers, meet legal obligations, and improve services.

edge+ may share relevant information with Payment Providers, suppliers, professional advisers, insurers, fraud prevention services, regulators, law enforcement, and debt recovery providers where reasonably required for the services, compliance, security, recovery, or legal protection.

The Customer must not record, store, transmit, or disclose cardholder data or personal data except as permitted by law, provider terms, PCI requirements, card scheme rules, and edge+'s reasonable instructions.

Each party must keep the other's confidential information confidential and use it only for the purposes of the Agreement, except where disclosure is required by law or reasonably required to perform or enforce the Agreement.

15. Indemnity

The Customer will indemnify and keep edge+ indemnified against losses, claims, demands, fines, penalties, chargebacks, costs, expenses, damages, and liabilities arising directly or indirectly from:

- the Customer's breach of these Terms;
- fraud, chargebacks, refunds, reversals, reserves, provider fees, fines, or penalties connected with the Customer's business;
- breach of provider, acquirer, gateway, card scheme, PCI, data protection, or regulatory requirements;
- unlawful, fraudulent, high-risk, or unauthorised trading activity;
- misuse of gateway credentials, API keys, users, systems, or integrations;
- claims by the Customer's customers, staff, suppliers, contractors, or other third parties;
- inaccurate information supplied by or on behalf of the Customer; and
- security incidents, credential compromise, or unauthorised access caused by the Customer's systems, staff, contractors, or controls.

16. Limitation of Liability

To the fullest extent permitted by law, edge+ shall not be liable for:

- loss of revenue, profits, sales, business, opportunity, goodwill, or anticipated savings;
- chargeback losses;
- fraud losses;
- data loss, data corruption, or data unavailability;
- business interruption;
- provider fees, fines, penalties, reserves, or held funds;
- processor, acquirer, gateway, card scheme, or provider decisions;
- account reviews, account suspensions, account closures, or settlement delays;
- consequential, indirect, special, incidental, or punitive damages; or
- losses caused by third-party services, network failures, Customer systems, compromised credentials, or external events beyond edge+'s reasonable control.

edge+'s total liability for direct losses shall not exceed the fees paid to edge+ by the Customer for the relevant gateway services in the preceding three months.

Nothing excludes liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, or any liability that cannot lawfully be excluded.

17. Suspension or Termination

edge+ may suspend or terminate services where:

- fees remain unpaid;
- misuse, fraud, illegal activity, or security risk is suspected;
- legal, regulatory, provider, card scheme, acquirer, or gateway requirements apply;

- required information, authorisations, or approvals are not provided or maintained;
- the Customer breaches these Terms or provider terms;
- third-party providers suspend or terminate relevant services; or
- edge+ reasonably needs to protect its systems, providers, customers, or reputation.

Third-party providers may independently suspend or terminate services under their own terms.

18. Effect of Termination

Upon termination for any reason:

- all outstanding fees remain payable immediately;
- gateway setup, support, user administration, and configuration access may be revoked;
- edge+ may stop providing gateway support or provider liaison;
- the Customer remains responsible for provider fees, chargebacks, refunds, reserves, fines, and penalties; and
- clauses relating to payment, security, compliance, confidentiality, data protection, indemnity, liability, intellectual property, and governing law will continue after termination.

19. Intellectual Property

All software, documentation, configuration materials, integration materials, templates, processes, know-how, support materials, and service materials supplied by edge+ remain its property or that of its licensors. The Customer receives a limited licence to use such materials solely for its business operations during the term of the Agreement.

20. Changes to Terms and Charges

edge+ may update these Terms or vary gateway-related charges from time to time by giving reasonable notice. If an update materially disadvantages the Customer, the Customer may terminate on 30 days' written notice before the updated terms take effect, unless the update is required by law, regulation, provider requirement, card scheme rule, security requirement, or third-party service change.

21. Notices and Customer Changes

The Customer must notify edge+ promptly in writing of any change to its trading name, legal entity, ownership, address, contact details, bank details, trading activity, website, gateway users, risk profile, or provider account status.

22. Electronic Execution

These Terms may be provided electronically. Electronic signatures, click acceptance, email acceptance, or acceptance through platforms such as SignNow have the same legal effect as handwritten signatures to the fullest extent permitted by law.

23. Governing Law

These Terms are governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the English courts.

24. Entire Agreement

These Terms, together with the signed Agreement, Quote, Order Form, Service Schedule, gateway request, or onboarding document, constitute the entire agreement between the parties for the relevant gateway services. No prior statement, representation, promise, or communication shall modify these Terms unless confirmed in writing by edge+.

Commercial note: where the Customer signs a separate provider, acquirer, gateway, processor, fraud tool, or software agreement, that separate agreement applies between the Customer and the relevant provider. edge+ is responsible only for the services it expressly agrees to provide.