

# edge+ Payment & POS Service Agreement

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GETEDGE PAYMENTS LTD T/A edge+

5 Beacon Close, Taunton, TA2 8FS

support@edge-plus.uk | 07366 561 548 | edge-plus.uk

These Terms & Conditions ("Terms") apply to the provision of payment, POS, software, terminal, connectivity, installation, configuration, integration, and support services 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

These Terms become legally binding when incorporated into a signed Agreement, accepted Quote, Order Form, Service Schedule, onboarding form, 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 its use of the services.

## 2. Order Form and Commercial Terms

The Agreement may include an Order Form, Quote, Service Schedule, or other commercial document setting out the services, equipment, monthly charges, setup charges, first payment date, payment method, site details, support package, 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.

## 3. Scope of Services

edge+ may provide a combination of:

- card payment terminals and related payment hardware;
- EPOS hardware, peripherals, and accessories;
- EPOS software and applications;
- software developed, configured, or supplied by edge+;
- third-party software and SaaS solutions;
- installation, configuration, integration, onboarding, and support services;
- connectivity devices, SIMs, routers, and associated services; and
- reasonable operational support for the agreed setup.

Services are provided on a rolling monthly basis unless the Order Form expressly states a different term.

## 4. Equipment Ownership and Use

All hardware, terminals, SIMs, routers, accessories, and other equipment supplied by edge+ remain the property of edge+ or its licensors unless edge+ expressly confirms a sale of that equipment in writing. No ownership transfers to the Customer merely because the Customer pays monthly charges, setup charges, delivery charges, or support charges.

The Customer is granted a temporary, non-exclusive, non-transferable right to use the equipment solely for its own lawful business purposes during the term of the Agreement.

The Customer must not:

- sell, lend, lease, pledge, charge, assign, sub-hire, or otherwise deal with the equipment;
- create or allow any lien, charge, security interest, or third-party right over the equipment;
- remove, alter, or obscure serial numbers, asset labels, or identifying marks;
- move the equipment outside the United Kingdom without edge+'s written consent;
- tamper with, repair, modify, reverse engineer, or open the equipment except as instructed by edge+; or
- use the equipment for any illegal, fraudulent, unsafe, or unauthorised purpose.

## 5. Software Licensing

## 5.1 edge+ Software

Software developed, configured, or supplied by edge+ is licensed, not sold. The Customer receives a non-exclusive, non-transferable licence to use the software for internal business purposes only during the term of the Agreement.

The Customer must not:

- copy, modify, reverse engineer, decompile, or distribute the software;
- attempt to access source code;
- use the software for unlawful purposes;
- provide access to third parties without permission; or
- circumvent security, licence, usage, or access controls.

edge+ retains all intellectual property rights.

## 5.2 Third-Party Software

Where third-party software is provided:

- the Customer may be subject to separate licence terms;
- access may be suspended if the third-party provider terminates or restricts service;
- features, availability, pricing, and support may change outside edge+'s control; and
- edge+ acts as reseller, introducer, integrator, configuration provider, or support provider unless expressly stated otherwise.

## 6. Charges and Billing

Charges are set out in the Agreement. Unless otherwise agreed in writing, invoices are issued monthly in advance, payment is collected by Direct Debit, and payment terms are 14 days from invoice date.

The first payment is due on the date stated in the Order Form or, if no date is stated, on the date of the first invoice. Regular monthly payments then continue on the same billing cycle unless varied by edge+ on notice.

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

Charges remain payable whether or not the Customer uses the services, unless edge+ agrees otherwise in writing.

edge+ may pass through or vary charges for third-party services, network services, SIMs, software, payment provider charges, hardware costs, courier costs, or taxes where those costs change. edge+ will give reasonable notice where practicable.

## 7. Late Payment, Suspension, and Recovery

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

- suspend, restrict, or withdraw services;
- remotely disable equipment, software, gateways, or access where technically available;
- 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.

These rights are in addition to any other rights or remedies available to edge+.

## 8. Term and Termination

The Agreement operates on a rolling monthly basis unless the Order Form expressly states otherwise. Either party may terminate by giving at least 30 days' written notice.

edge+ may suspend or terminate immediately if:

- fees remain unpaid;
- misuse, fraud, illegal activity, or security risk is suspected;
- the Customer breaches an important term of the Agreement;
- the Customer fails to remedy any other breach within 7 days of request;
- required information, authorisations, or provider approvals are not maintained;
- third-party providers, acquirers, processors, gateways, or networks suspend or terminate relevant services;
- legal, regulatory, card scheme, or provider requirements make suspension or termination necessary; or
- the Customer becomes insolvent, ceases trading, or is unable to pay debts as they fall due.

## 9. Effect of Termination

Upon termination for any reason:

- all outstanding charges remain payable immediately;
- software, gateway, support, and service access may be revoked;

- the Customer must return all edge+ equipment within 5 working days unless edge+ agrees otherwise;
- all accessories, power supplies, cables, SIMs, chargers, manuals, docks, batteries, and peripherals must be returned with the equipment;
- non-returned, incomplete, or damaged equipment may be charged under clause 14;
- edge+ may remotely disable equipment or services; and
- clauses relating to payment, equipment, intellectual property, confidentiality, data protection, indemnity, liability, and governing law will continue after termination.

## 10. Customer Responsibilities

The Customer agrees to:

- use equipment and software in accordance with instructions, provider rules, and applicable law;
- maintain adequate internet, mobile signal, power supply, and operating conditions;
- ensure staff are properly trained;
- protect login credentials, payment credentials, devices, and system security;
- comply with PCI DSS requirements where applicable;
- comply with card scheme, acquirer, processor, gateway, and payment provider rules;
- notify edge+ promptly of faults, loss, theft, misuse, suspected fraud, security incidents, or provider issues;
- keep business, banking, address, contact, and ownership information accurate and up to date;
- provide access, cooperation, and information reasonably required for support, compliance, recovery, or investigation; and
- provide consumables required for operation, including paper rolls, batteries, printer ink, labels, and other day-to-day accessories unless expressly included in the Order Form.

## 11. Support and Maintenance

Standard support is provided during business hours, Monday to Friday, excluding English public and bank holidays. Out-of-hours support may be available by prior agreement or as part of a stated support package.

edge+ will use reasonable efforts to diagnose and resolve faults but does not guarantee resolution times, replacement times, uninterrupted support access, or a specific outcome.

Replacement equipment will be provided where reasonably possible, subject to availability, account status, fault verification, and the exclusions in these Terms. Replacement equipment may be new, refurbished, equivalent, or improved.

Support and replacement obligations do not cover:

- accidental damage, misuse, neglect, theft, loss, malicious damage, or unauthorised repair;
- faults caused by power, Wi-Fi, internet, mobile network, site environment, or third-party device issues;
- consumables, batteries, paper rolls, cosmetic damage, or normal wear unless expressly included;
- third-party software, acquirer, gateway, card scheme, or provider outages outside edge+'s control;
- unsupported integrations or changes made without edge+'s approval; or
- equipment that edge+ reasonably determines is not faulty after inspection.

edge+ may charge inspection, courier, engineer, replacement, or administration fees where equipment is not faulty, is outside support scope, or has been damaged or misused.

## 12. Payment Enforcement and Service Restriction

edge+ reserves the right to suspend, restrict, or remotely disable services where:

- payments are overdue;
- fraud, misuse, illegal activity, or security risk is suspected;
- legal, regulatory, provider, card scheme, or acquirer requirements apply;
- equipment is not returned;
- the Customer fails to provide required information or cooperation; or
- edge+ reasonably needs to protect its systems, equipment, providers, or other customers.

## 13. Connectivity and Service Availability

Services may rely on:

- internet connectivity;
- Wi-Fi, mobile, SIM, or telecommunications networks;
- third-party platforms, processors, gateways, and acquirers;
- payment schemes and banking infrastructure;
- utility services and suitable site conditions; and
- hardware and software suppliers.

edge+ does not guarantee uninterrupted operation and is not liable for downtime, delay, failed transactions, declined transactions, or settlement issues caused by network outages, third-party failures, environmental factors, power interruptions, maintenance, provider action, or events

outside edge+'s reasonable control.

#### 14. Loss, Damage, and Non-Return

The Customer is responsible for all supplied equipment from delivery or installation until it is returned to and accepted by edge+. The Customer should insure the equipment for its full replacement value or otherwise be prepared to indemnify edge+ for repair or replacement costs.

Replacement charges, excluding VAT, may include:

Item	Indicative charge
Card terminal	GBP 275
Till screen	GBP 300
Cash drawer	GBP 50
Receipt printer	GBP 100
Barcode scanner	GBP 120
Order printer	GBP 200
Delivery, collection, or failed collection	GBP 50
Missing accessories, cables, chargers, batteries, docks, or SIMs	Reasonable replacement cost

Replacement charges apply where equipment is lost, stolen, damaged beyond normal use, not returned, returned incomplete, or returned after unauthorised alteration or repair. Additional charges may apply for equipment not listed above.

#### 15. Third-Party Services and Merchant Accounts

edge+ may introduce, resell, configure, integrate, or support services provided by third parties, including acquiring banks, payment processors, gateway providers, card schemes, fraud prevention providers, software vendors, telecommunications providers, hardware manufacturers, and other payment providers.

Where third-party services are involved:

- approval, onboarding, pricing, underwriting, reserves, settlement, support, service availability, and risk decisions are determined solely by the third party;
- separate agreements may be required with those providers;
- edge+ does not hold, control, receive, or settle customer funds;
- edge+ cannot approve or decline merchant applications, override provider decisions, or control settlement timelines;
- the Customer remains responsible for complying with provider terms, card scheme rules, PCI requirements, chargeback rules, and payment regulations; and
- edge+ acts as introducer, reseller, integrator, configuration provider, or support provider unless expressly stated otherwise.

edge+ is not an acquiring bank, card processor, payment institution, e-money institution, bank, or regulated financial services provider.

#### 16. Transactions, Chargebacks, Refunds, and Fraud

The Customer is responsible for all transactions, refunds, chargebacks, reversals, fees, fines, penalties, reserves, and fraud losses associated with its merchant account, credentials, staff, trading activity, products, services, and customers, except to the extent caused directly by edge+'s proven breach of these Terms.

edge+ is not liable for declined transactions, held funds, reserves, chargebacks, fraud losses, account reviews, account closures, provider suspensions, settlement delays, or payment provider risk decisions.

#### 17. Data Protection, Security, 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, service usage information, onboarding 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 third-party providers, suppliers, professional advisers, insurers, payment providers, 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.

The Customer must keep credentials secure and notify edge+ promptly of any actual or suspected security incident, data breach, unauthorised access, or misuse.

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.

## 18. 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;
- misuse, loss, theft, damage, possession, operation, or unauthorised transfer of equipment;
- unlawful, fraudulent, high-risk, or unauthorised trading activity;
- breach of provider, acquirer, card scheme, PCI, data protection, or regulatory requirements;
- transactions, refunds, chargebacks, reversals, reserves, or fraud connected with the Customer's business;
- claims by the Customer's staff, customers, suppliers, or other third parties; and
- inaccurate information supplied by or on behalf of the Customer.

## 19. Limitation of Liability

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

- loss of profits, revenue, sales, business, opportunity, goodwill, or anticipated savings;
- business interruption;
- loss, corruption, or unavailability of data;
- chargebacks, fraud losses, reserves, provider fees, fines, or penalties;
- settlement delays, declined transactions, account reviews, account closures, or provider decisions;
- indirect, special, incidental, punitive, or consequential losses; or
- losses caused by third-party services, network failures, power failures, site conditions, or events outside edge+'s reasonable control.

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

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

## 20. Intellectual Property

All intellectual property rights in equipment, software, documentation, configurations, templates, processes, know-how, integrations, service materials, and support materials remain with edge+ or its licensors. The Customer acquires no ownership rights beyond the permitted use described in the Agreement.

## 21. Force Majeure

edge+ shall not be liable for failure or delay caused by events beyond reasonable control, including natural disasters, war, terrorism, civil unrest, industrial action, epidemic or pandemic, utility failures, internet or telecommunications outages, cyber incidents, supplier failures, provider outages, transport delays, regulatory action, or card scheme/payment provider action.

## 22. Assignment and Subcontracting

The Customer may not assign, transfer, subcontract, or otherwise deal with its rights or obligations under the Agreement without edge+'s written consent.

edge+ may assign, transfer, subcontract, or delegate its rights or obligations where reasonably required for business continuity, group reorganisation, funding, sale of business, service delivery, recovery, or support, provided this does not materially reduce the Customer's contractual rights.

## 23. Notices and 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, or risk profile.

edge+ may update these Terms 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.

## 24. 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.

## 25. 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.

## 26. Entire Agreement

These Terms, together with the signed Agreement, Quote, Order Form, Service Schedule, or onboarding document, constitute the entire agreement between the parties for the relevant 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, software, or funding agreement, that separate agreement applies between the Customer and the relevant provider. edge+ is responsible only for the services it expressly agrees to provide.