



Terms Of Service Agreement of BTPayment.com gateway

This Merchant Agreement ("Agreement" or "User Agreement" or "Terms Of Service") is a contract between you and Brightsun Travel UK Ltd and applies to your use of the BTPAYMENT.COM credit card payment gateway service. This Agreement affects your rights and you should read it carefully. We suggest you print the Agreement for your reference.

In this Agreement, "you" or "your" or "merchant" means any person or entity that has been approved as a secure BTPAYMENT.COM credit card payment gateway merchant account holder. Unless otherwise stated, "BTPAYMENT.COM" "we" or "our" will refer collectively to BTPAYMENT.COM LTD and its subsidiaries, affiliates, directors, officers, employees, agents and contractors.

By entering the IBE number and passenger name on BTPayment.com, you agree to the terms and conditions of this Agreement, the BTPAYMENT.COM Privacy Policy, and any documents incorporated by reference. You further agree that this Merchant Agreement ("Agreement" or "User Agreement" or "Terms Of Service") forms a legally binding contract between you and BTPAYMENT.COM, and that this Agreement constitutes "a writing signed by you" under any applicable law or regulation. Any rights not expressly granted herein are reserved by BTPAYMENT.COM.

Unless otherwise specified, all references to a "bank" in this Agreement shall mean a registered financial organisation providing you with a merchant account facility (separate to BTPAYMENT.COM) for the purpose of enabling you to manually process credit card transactions, and all references to a "credit card" include all credit card providers and types.

1. The Legal Relationship between you and BTPAYMENT.COM

By applying for the Service, you formally instruct BTPAYMENT.COM to securely collect details of credit cards from your customers for delivery to you, subject to the terms and restrictions of this Agreement. At no stage will BTPAYMENT.COM communicate to your merchant account facility held with your bank, nor does BTPAYMENT.COM communicate with any bank or financial institution.

You acknowledge that:

- a) BTPAYMENT.COM is not a bank.
- b) BTPAYMENT.COM is not a "live" or "real-time" credit card processing service. It uses a payment gateway to process credit and debit cards
- c) BTPAYMENT.COM does not collect or hold any funds whatsoever for any person or business identity.
- d) BTPAYMENT.COM communicates to you, the BTPAYMENT.COM merchant only, to enable you to then enter the credit card details into your separate merchant account held at your bank or chosen financial institution in order for you to process the credit card charge after you have performed the appropriate level of pre-process verification validation (PVV2) see #2.14.

2. Merchant Responsibilities and Indemnification

BTPAYMENT.COM merchants hold a valid merchant account facility with a registered bank or financial institution in United Kingdom

BTPayment third party credit card / debit card facility

2.1 BTPAYMENT.COM Displayed Name Bank Merchant Account Name. The name BTPAYMENT.COM will be the displayed name on your customers statement.

2.2 Merchant Account Facility Provider Approval
BTPAYMENT.COM gateway is allows the manual charging of CARD NOT PRESENT credit card payment authorisations. This means that payments received over the phone, via fax machine or via BTPAYMENT.COM from the internet. This is usually called MOTO (Mail Order Telephone Order) or MST (Merchant Submitted Transaction) enabling/approved.

2.3 Application Information:

You agree to provide true, accurate and complete information at time of applying for the BTPAYMENT.COM Service and to promptly advise BTPAYMENT.COM if your information changes. If any information you provide is untrue, inaccurate, not current, or incomplete, without limiting other remedies, BTPAYMENT.COM has the right to terminate your use of the Service.

2.4 Cost:

Payment for the BTPAYMENT.COM Service is free of charge for products purchased through Brightsun Travel.

2.5 Prohibited Transactions:

You agree that you will not use BTPAYMENT.COM to accept payment for illegal products or services, including but not limited to materials that infringe the intellectual property rights of third parties. you will not use the Service, the BTPAYMENT.COM website or any of the services offered therein for any unlawful or fraudulent activity. If BTPAYMENT.COM has reason to believe that you may be engaging in or have engaged in fraudulent, unlawful, or improper activity, including without limitation any violation of any terms and conditions of this Agreement, your gateway will be suspended or terminated.

You also agree not to use your secure BTPAYMENT.COM payment gateway account to sell travel related products with delivery dates delayed more than 30 days from the date of payment.

2.6 Electronic Communications:

To the fullest extent permitted by applicable law, this Agreement and any other agreements, notices or other communications regarding your account and/or your use of the Service ("Communications"), may be provided to you electronically and you agree to receive all Communications from BTPAYMENT.COM in electronic form. Electronic Communication in this case shall mean EMAIL.

2.7 No Framing, No Masking:

You are not permitted to display your secure BTPAYMENT.COM payment or receipt pages inside frames on your website. "Framing" your BTPAYMENT.COM payment and/or receipt page may denigrate the security of the service and is expressly forbidden. You are not permitted to mask the BTPAYMENT.COM payment or receipt pages in anyway. Customer must cleanly be redirected to your secure gateway without any measure of impedance or disguise.

2.8 Hacking:

If you use, or attempt to use the Service for purposes other for which it is expressly designed, including but not limited to tampering, hacking, modifying or otherwise corrupting the security or functionality of Service, your account will be terminated and you will be subject to damages and other penalties, including criminal prosecution where and if applicable.



2.9 Assignability:

You may not transfer any rights or obligations you may have under this Agreement without the prior written consent of BTPAYMENT.COM.

2.10 Credit Card Data Security - No Data Stored by BTPAYMENT.COM:

You understand that upon you receiving your secure data from BTPAYMENT.COM, that data does NOT exist on the BTPAYMENT.COM servers. BTPAYMENT.COM does not permanently store credit card data or data of any type relating to the transaction made from your customer.

Therefore, BTPAYMENT.COM is unable to recover any details of any information entered into your secure BTPAYMENT.COM gateway, including credit card numbers, at any stage. It is your responsibility to manage sensitive information and to take the appropriate steps to ensure continued security of the sensitive information once BTPAYMENT.COM has fulfilled its service in collecting and delivering it securely for you and to you. See # 2.11

2.11 Credit Card Data Security - After BTPAYMENT.COM:

It is now a conditional requirement of the BTPAYMENT.COM service that you agree to secure the credit card data in your possession after BTPAYMENT.COM has completed its service in strict accordance with the Terms & Conditions.

2.12 Credit Card Validation:

You understand BTPAYMENT.COM does not interfere with, modify or challenge the validity or accuracy of any information, including credit card details, expiry date, entered into your secure gateway payment page. Therefore BTPAYMENT.COM cannot and does not make any determination on the validity or accuracy of information entered into your secure gateway by your customers or any person directed to your secure BTPAYMENT.COM gateway by any means. See # 2.13

2.13 Preprocess Verification Validation (PVV) or Merchant Side Fraud Detection:

You agree to undertake preprocess verification validation (PVV) on all orders/payments received. PVV is a points based ID standard, yet to officially ratified (at time of writing), that provides guidelines for manual (MOTO) and (MST) merchant account holders who accept card-not-present credit card payments for the purpose of checking the buyer and order details, like buyers name, physical address, phone number, fax number etc., to assist in identifying fake or fraudulent transaction attempts.

Notwithstanding that your merchant account facility at your bank will have the required security and fraud detection processes running as specified by Visa, Master Card etc., which will provide you with either an "approved" or otherwise transaction response at the time or at some point after manually entering the credit card details into your merchant account, you agree to perform a checking process prior to submitting your customers credit card for processing.

2.14 Currencies:

BTPAYMENT.COM is sent numbers and letters from your website or shopping cart that will appear on your secure BTPAYMENT.COM gateway payment page. Therefore BTPAYMENT.COM is currency specific to British Pounds. Cardholders have an absolute right to know what is going to happen with their highly sensitive credit card and identity data. You as a business owner are required to provide this information to your cardholder customers in accordance with the Privacy Policy.

2.15 Merchant Facility/Interfacing Method to be PCI Compliant:

BTPayment third party credit card / debit card facility The merchant account facility/interfacing system provided to you by your bank to which you intend to utilise to charge credit cards received from card not present means, including from over the phone, by fax machine and via BTPAYMENT.COM is to be fully PCI compliant certified.

2.16 Refund Policy:

BTPAYMENT.COM shall refund for services cancelled for products paid for BTPayment.com. Beyond this point you agree that no refunds will be given.

2.17 Refusal Of Service:

You agree that:

a) BTPAYMENT.COM unconditionally reserves the right to not approve an application for its services without providing an explanation.

b) BTPAYMENT.COM unconditionally reserves the right to cancel its services if it deems such action is warranted either under the terms and conditions of this agreement, and/or if it deems the continuation of service reflects negatively on the BTPAYMENT.COM brand name, and without providing an explanation.

2.18 Indemnification:

You agree to indemnify and hold BTPAYMENT.COM, its affiliates, officers, directors and employees harmless from any claim, action, demand, loss, cost or damages (including legal fees) made or incurred arising out of or relating to your use of the Service.

You agree that BTPAYMENT.COM is not responsible for or liable for any claim, action, demand, loss, cost or damages (including legal fees) made or incurred arising out of or relating to your use of the Service.

You agree that BTPAYMENT.COM is not responsible for or liable for any claim, action, demand, loss, cost or damages (including legal fees) made or incurred arising out of or relating to any outage of the Service that may be caused by hosting hardware or device failure, operating software failure, network failure, act of God or for any other reason that may cause the service to not be available.

2.18b Indemnification - PCI Compliance Related Outage Of Service

You agree and accept that security is the over-riding priority of BTPAYMENT.COM and that if a Service outage is required in order to update, modify or correct our systems to ensure continued PCI Compliance that you agree to hold BTPAYMENT.COM not responsible for or liable for any claim, action, demand, loss, cost or damages (including legal fees) made or incurred or resulting from said Service outage.

2.19 Country of Jurisdiction:

This Agreement is governed by and interpreted under the laws of United Kingdom.

Signed :: _____

Name: _____

Position in Company : _____

Company and Account Number : _____

Date: _____