



JourneyPay Terminals - Terms and Conditions

1. Product Description and Sale

- 1.1 The Seller agrees to sell, and the Client agrees to purchase, the PDQ Machine(s) specified in the Order Confirmation (the "Product").
- 1.2 The Product is designed for processing payments via card readers. The specifications and features of the Product are outlined in the documentation provided by the Seller.

2. Purchase Price and Payment

- 2.1 The price of the Product is as set out in the Seller's invoice or Order Confirmation.
- 2.2 The Client agrees to pay the full purchase price of the Product in advance, unless otherwise agreed by the Seller. Payment shall be made via Direct Debit.
- 2.3 Taxes, duties, and other charges, including shipping costs, are not included in the price and are the responsibility of the Client, unless otherwise stated.
- 2.4 Licence fees will be collected monthly via Direct Debit.

3. Delivery and Shipping

- 3.1 The Seller will ship the Product to the address specified by the Client in the Order Confirmation.
- 3.2 The Seller will make reasonable efforts to ensure timely delivery but is not responsible for delays caused by factors beyond its control, including but not limited to customs delays, weather conditions, or issues with the shipping carrier.
- 3.3 Delivery charges and shipping terms will be outlined at the time of purchase. The Client bears the risk of loss or damage to the Product during shipping.

4. Installation and Configuration

- 4.1 The Client is responsible for the installation and configuration of the Product unless otherwise agreed in writing, in which case the Seller may provide installation and configuration services for an additional fee.
- 4.2 The Client must ensure that their systems (internet, hardware, software) meet the technical requirements for the operation of the Product.

5. Warranty

- 5.1 The Product is covered by a limited warranty against defects in materials and workmanship for a period of 12 months from the date of delivery ("Warranty Period").
- 5.2 If the Product is found to be defective within the Warranty Period, the Seller will repair or replace the defective Product at its discretion. Warranty claims must be made within 14 days of discovering the defect.
- 5.3 The warranty does not cover damages resulting from misuse, accidents, improper installation, unauthorised repairs, or any other damage outside of normal use.

6. Returns and Cancellations

- 6.1 The Client may return the Product within 14 days of delivery if it is unused, unopened, and in resalable condition. The Client must bear the return shipping costs.
- 6.2 The Seller reserves the right to refuse returns on Products that have been opened, used, or altered.
- 6.3 If the client does not process any transaction via the device within 60 days it must be returned to the Seller.
- 6.4 Orders may be canceled by the Client within 24 hours of placing the order, provided that the Product has not yet been shipped.
- 6.5 Upon cancellation or return, the Seller will issue a refund in accordance with the return policy.



7. Technical Support and Client Service

7.1 The Seller will provide technical support for the Product as outlined in the warranty or service agreement.

7.2 The Client is responsible for reaching out to the Seller's support team for any technical issues or inquiries regarding the Product.

8. Limitations of Liability

8.1 The Seller's liability to the Client for any claim arising from or related to this Agreement shall be limited to the amount paid by the Client for the Product.

8.2 The Seller will not be liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of profits, data, or goodwill, arising from the use or inability to use the Product.

9. Intellectual Property

9.1 The Client acknowledges that the Stripe PDQ Machine and all related intellectual property, including but not limited to patents, trademarks, and copyrights, are owned solely by Stripe, Inc. or its affiliates.

9.2 The Client agrees not to reverse engineer, alter, or modify the Product, or infringe upon the intellectual property rights of Stripe or the Seller.

10. Privacy and Data Protection

10.1 The Seller will comply with applicable data protection laws and will handle any personal or business data shared by the Client in accordance with its Privacy Policy.

10.2 The Client agrees to ensure that any personal data processed by the Product complies with applicable privacy laws and that the Client has obtained any necessary permissions to process such data.

11. Payment Processing Compliance

11.1 Where the Services involve payment processing, Journey and the Client shall comply with all applicable financial services regulations, including the UK Payment Services Regulations 2017, the EU Payment Services Directive 2 (PSD2), and the UAE Central Bank Regulations on Stored Value Facilities and Retail Payment Services.

12. Governing Law and Dispute Resolution

12.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

13. Termination

13.1 The Seller reserves the right to terminate this Agreement immediately if the Client:

- (a) Fails to make timely payment.
- (b) Violates any terms of this Agreement.
- (c) Becomes insolvent or enters into bankruptcy.

13.2 Upon termination, the Client must immediately cease using the Product and return it to the Seller if applicable.

14. Miscellaneous

14.1 Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the Product and supersedes any prior understandings, representations, or agreements.

14.2 Amendments: Any amendments to this Agreement must be in writing and signed by both Parties.

14.3 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.