

First Data Commercial Entity Agreement

Last updated on 13 May 2026

This Commercial Entity User Agreement for card processing services (“Commercial Entity Agreement” or “CEA”) is provided to all PayPal Braintree Users that are required to enter into a direct agreement with the Member in accordance with Network Rules (defined below) and that have a PayPal Braintree Payment Services Agreement. Each such entity or person receiving this document is hereby referred to as “Merchant”.

This CEA constitutes Merchant’s direct legally binding contract for card processing services between (1) Merchant; (2) Member (as defined below).

Member may terminate its provision of card processing services and enforce or rely on any term or provision of the Merchant's PayPal Braintree Payment Services Agreement ("PSA") expressed for the benefit of PayPal Braintree, all of which are incorporated in this CEA by reference. In this CEA, "we", "us" and "our" refers to Member and “you” and “your” to Merchant.

Any reference to the PSA means the PayPal Braintree Payment Services Agreement made between PayPal Braintree and Merchant and the services supplied under the PSA as “PayPal Braintree Services”.

For the purpose of this CEA, "Member " shall mean (a) First Data Europe Limited, a limited company registered in England and Wales (registration number 02012925) with its registered office at Janus House JH/1/D, Endeavour Drive, Basildon, Essex, SS14 3WF, United Kingdom (FDEL) if Merchant is based in the United Kingdom; and (b) First Merchant Processing (Ireland) DAC, a limited company registered in Ireland (registration number 355871) with offices at 10 Hanover Quay, Dublin Docklands, Dublin, D02 A3W8, Ireland (FMPI) if Merchant is based in the European Economic Area (EEA).

By accepting the Commercial Entity Agreement, Merchant agrees to the terms and conditions of this CEA and any documents incorporated by reference. Merchant further agrees that this CEA forms a legally binding contract between Merchant and Member. Any rights not expressly granted herein are reserved by Member. Descriptions of material amendments to this CEA will be provided as applicable. Any capitalised terms used in this CEA and not otherwise defined shall have the meanings set forth in the PSA.

1. Network Rules

1. **1. Deposit Transactions.** Merchant agrees that it shall only submit card transactions that directly results from bona fide cardholder transactions with that Merchant. Merchant agrees that it will not submit a transaction until Merchant: (i) obtains an authorisation, (ii) completes the transaction, and either: (iii) ships or provides goods, (iv) performs the purchased service, or (v) obtains the cardholder's consent for a recurring transaction.
1. **2. Anti Money Laundering.** Merchant agrees that it shall not submit a transaction that does not result from a purchase of goods or services between the cardholder and Merchant. Merchant will provide information required by applicable law with respect to Merchant and, if Merchant is classified as one of the entities listed under Section 1.16 through 1.19, for any entities it transacts with.
1. **3. Split Transactions.** Split sales transactions are not allowed. Specifically, Merchant agrees that it will not use two or more sales transaction receipts for a single transaction to avoid or circumvent authorisation limits, or monitoring programs.
1. **4. Minimum or Maximum.** Merchant agrees that it shall not set minimum or maximum transaction amounts as a condition of honouring Visa and Mastercard cards.
1. **5. Surcharges.** Merchant agrees that it will not impose surcharges on debit card transactions. Subject to any express variations permitted by applicable law.
1. **6. Visa and Mastercard Marks.** Merchant is authorised to use the Visa and Mastercard logos or marks only on Merchant's promotional materials and website to indicate that Visa and Mastercard cards are accepted as payment for the business goods and services. Merchant agrees that it shall not use the logos and marks either directly or indirectly, to imply that Visa or Mastercard endorses Merchant's goods or services; nor may Merchant refer to Visa or Mastercard when stating eligibility requirements for purchasing its products, services, or memberships.
1. **7. Credit Vouchers.** Credit vouchers may not be submitted for non-credit transactions. Merchant agrees that it shall not: (i) accept a payment from a card holder for the purpose of depositing funds to the cardholder's Account, or (ii) process a credit transaction without having completed a previous debit transaction with the same cardholder.

1. **8. Cash Disbursements.** Merchant agrees that if it sells travellers cheques or foreign currency that Disbursements shall be limited to the value of cheques, Visa TravelMoney, or currency sold in a single transaction, plus any applicable commissions. Merchant agrees that under no circumstances shall a Visa or Mastercard transaction represent collection of a dishonoured cheque.
1. **9. Authorisation Requirements.** Merchant agrees to obtain an authorisation for all transaction amounts.
1. **10. Discrimination.** Merchant agrees that it shall not engage in any acceptance practice that discriminates against or discourages the use of Visa or Mastercard in favour of any other acceptance brand.
1. **11. Present Transactions within 30 Business Days.** Merchant agrees that a debit transaction shall not be presented until after the goods are shipped, or services provided, unless, at the time of the transaction, the cardholder agrees to a properly disclosed delayed delivery of the goods or services. Merchant agrees that when it receives authorisation for delayed presentment, the words “Delayed Presentment” or something substantially similar must be disclosed to the cardholder.
1. **12. Fraudulent or Unauthorised Use of Account Information Prohibited.** Merchant agrees that it shall not request or use Visa or Mastercard Account number information for any purpose that it knows or should have known to be fraudulent or in violation of applicable law, Visa and Mastercard standards, Network Rules, the PSA, or this CEA, or for any purpose that the cardholder did not authorise.
1. **13. Merchant Identification.** Merchant agrees to prominently and unequivocally inform the cardholder of the identity of the Merchant at all points of interaction so that the cardholder readily can identify the transaction.
1. **14. Access to Cardholder Data and Card Data Security.** You acknowledge that some PayPal Braintree Services do not provide you access to Cardholder Data (defined as a cardholder’s account number, expiration date, and CVV2) for payments received by you through such services. In relation to such PayPal Braintree Services, you agree you shall not request access to Cardholder Data from either PayPal Braintree or any customer making payment. To the extent you do receive Cardholder Data in connection with

the PayPal Braintree Services, you agree (x) to the extent the PayPal Braintree Services do not inherently provide you access to such Cardholder Data, to promptly notify Member and PayPal Braintree of such and (y) that at all times you shall be compliant with the Payment Card Industry Data Security Standards (“PCI-DSS”) and that you shall certify such compliance in accordance with Network Rules, or when asked by PayPal Braintree to do so. You also agree that you will use only PCI-DSS compliant service providers in connection with the storage, or transmission of Cardholder Data. You must not store CVV2 data at any time. If you receive Cardholder Data in connection with the PayPal Braintree Services, you further agree that you will not (i) use the Cardholder Data for any purpose other than to support payment for your goods and services, or acceptance of donations, (ii) use the Cardholder Data for any purpose that you know or should know to be fraudulent or in violation of any applicable law or Network Rules, (iii) sell, purchase, provide, or exchange in any manner or disclose Cardholder Data to anyone other than your acquirer (in this case the Member), Visa, or Mastercard (as applicable), or in response to a government request.

1. **15. Limited Acceptance.** Pursuant to the Network Rules, you understand that you are allowed to limit your acceptance to either (i) only accept non-PIN debit transactions; or (ii) only accept credit card transactions; however, by using PayPal Braintree Services you are electing full acceptance.
1. **16. Marketplace Requirements.** If you are a Marketplace (as determined by, and registered with, the Networks), you represent, warrant and agree as follows: (i) you and your retailers will comply with the Network Rules and applicable law (including obtaining and maintaining required licenses, permits and other legally required authorizations (**Licensing**)) in relation to the processing of transactions using the PayPal Braintree Services and your provision of services to cardholders and retailers on your platform; (ii) you are permitted to submit transactions through the PayPal Braintree Services for retailers located in a different country than where you are domiciled, provided that any such transactions are compliant with applicable law in both your and the retailer’s country and retailers are located in a country for which you have Licensing, if Licensing is required by applicable law; (iii) you will enter into a legally binding contractual relationship with each retailer before submitting transactions through the PayPal Braintree Services on the retailer’s behalf; (iv) you will immediately comply with Member’s instruction to prohibit individual retailers from participating in the Networks and to

immediately stop submitting transactions through the Networks via the PayPal Braintree Services for any individual retailer for good cause or upon a Network's or government agency's request; (v) you are liable for all acts, omissions, buyer disputes, and other cardholder customer service-related issues arising from and/or caused by your retailers; (vi) you are responsible and financially liable for all transactions you submit through the PayPal Braintree Services on behalf of a retailer; (vii) you must not transfer or attempt to transfer your, or permit a retailer to transfer or attempt to transfer its, financial liability by asking or requiring cardholders to waive their dispute rights; (viii) you must submit transactions through the PayPal Braintree Services only on behalf of retailers that use your platform's website or mobile application to sell goods and services to, or accept donations from, cardholders; and (ix) you must not knowingly enter into a contract with a retailer whose card acceptance agreement was terminated at the direction of a Network or a government agency.

1. **17. Digital Wallet Operator Requirements.** If you are a Digital Wallet Operator (as determined by, and registered with, the Networks), you represent, warrant and agree as follows: (i) you and your retailers will comply with the Network Rules and applicable law (including obtaining and maintaining Licensing, if required by applicable law) in relation to the processing of transactions using the PayPal Braintree Services and your provision of services to cardholders and retailers on your platform; (ii) you may not use the PayPal Braintree Services to process transactions as or for a third party Staged Digital Wallet Operator (as defined from time to time by the Networks); (iii) you must provide the names of principals and their country of domicile for each of your retailers and transaction reports to us or to the Networks upon request as well as any additional information required under applicable law; (iv) you will enter into a legally binding contractual relationship with each retailer before submitting transactions through the PayPal Braintree Services on the retailer's behalf; (v) you will immediately comply with Member's instruction to prohibit individual retailers from participating in the Networks and to immediately stop submitting transactions through the Networks via the PayPal Braintree Services for any individual retailer for good cause or upon a Network's or government agency's request; (vi) you are liable for all acts, omissions, cardholder disputes, and other cardholder customer service-related issues arising from and/or caused by you or your retailers; (vii) you are responsible and

financially liable for all transactions you submit through the PayPal Braintree Services on behalf of a retailer; (viii) you must not transfer or attempt to transfer your, or permit a retailer to transfer or attempt to transfer its, financial liability by asking or requiring cardholders to waive their dispute rights; and (ix) you must not knowingly enter into a contract with a retailer whose card acceptance agreement was terminated at the direction of a Network or a government agency.

1. **18. Consumer Bill Payment Service Provider Requirements.** If you are a Consumer Bill Payment Service Provider (as determined by, and registered with, the Networks), you represent, warrant and agree as follows: (i) you and your billers will comply with the Network Rules and applicable law (including obtaining and maintaining Licensing, if required by applicable law) in relation to the processing of transactions using the PayPal Braintree Services and your provision of services to cardholders and billers; (ii) you are permitted to submit transactions through the PayPal Braintree Services only where the provision of the underlying goods/services of the transaction and the biller are both located in either the UK or the EEA as the case may be and only within the same country if further required by applicable Licensing; (iii) you will immediately comply with Member's instruction to prohibit individual billers from participating in the Networks and to immediately stop submitting transactions through the Networks via the PayPal Braintree Services for any individual biller for good cause or upon a Network's or government agency's request; (iv) you are liable for all acts, omissions, disputes, and other cardholder customer service-related issues arising from and/or caused by you or your Billers; (v) you are responsible and financially liable for all transactions you submit through the PayPal Braintree Services on behalf of a biller.

1. **19. Business Payment Solutions Provider Requirements.** If you are a Business Payments Solution Provider (as determined by, and registered with, the Networks), you represent, warrant and agree as follows: (i) you and your suppliers will comply with the Network Rules and applicable law (including obtaining and maintaining Licensing, if required by applicable law) in relation to the processing of transactions using the PayPal Braintree Services and your provision of services to cardholders and suppliers; (ii) you are permitted to submit transactions through the PayPal Braintree Services only for suppliers located in either the UK or the EEA as the case may be and only within the same country if further required by applicable Licensing; (iii) you

will immediately comply with Member's instruction to prohibit individual suppliers from participating in the Networks and to immediately stop submitting transactions through the Networks via the PayPal Braintree Services for any individual supplier for good cause or upon a Network's or government agency's request; (iv) you are liable for all acts, omissions, disputes, and other cardholder customer service-related issues arising from and/or caused by you or your suppliers; (v) you are responsible and financially liable for all transactions you submit through the PayPal Braintree Services on behalf of a supplier.

2. **Payment settlement and fees.** Merchant authorises and directs Member to pay to PayPal Braintree all settlement funds owed to you. PayPal Braintree shall serve as Merchant's agent for the purposes of receiving proceeds of card processing services from Member and shall be responsible for settling such amounts to you, provided such settlement instructions are allowed under applicable law. Member's settlement obligations are fulfilled upon settling funds as instructed by PayPal Braintree. In addition, Merchant authorises Member to deduct from settlement funds, all fees and other amounts due to PayPal Braintree by Merchant under or in connection with the PSA.
3. **Card Networks.** Visa Europe Ltd, Visa U.S.A., Inc. and Visa International ("Visa") and Mastercard International Incorporated ("Mastercard") (the "Networks") have developed rules and regulations (the "Network Rules") that govern their member banks and merchants in the procedures, responsibilities and allocation of risk for payments made through the Networks. By accepting this CEA, Merchant is agreeing to comply with all such Network Rules.
4. **Merchant's Refund Policy must be on Merchant's Website.** If Merchant limits refund/exchange terms or other specific conditions for Card sales, Merchant's POLICY MUST BE CLEARLY PROVIDED TO THE CARDHOLDER PRIOR TO THE SALE AND AS PART OF YOUR SALE CONFIRMATION PROCESS. Proper disclosure should, for example, include wording that is prominently displayed and states "no refund, exchange only", or something substantially similar and should also include any special terms that are applicable; please note that qualifying refund or exchange terms will not completely eliminate a Merchant's liability for a refund because consumer protection laws and Network Rules frequently allow the cardholder to still dispute these items. In particular, by complying with distance selling regulations, where applicable, which allow a consumer to cancel its contract with the Merchant within a defined period and receive a refund.

5. **Chargebacks and other amounts.** Merchant shall use all reasonable methods to resolve disputes with Merchant's customers. Should a chargeback dispute occur, Merchant shall promptly comply with all requests for information from PayPal Braintree. Merchant shall not attempt to recharge a customer for an item that has been charged back, unless the customer has authorized such actions. Merchant is liable for all chargebacks that are resolved in favour of the customer, and agrees that the Member may deduct any such chargebacks from Merchant's settlement funds or debit your nominated account for receipt of settlement funds or any other account that Merchant holds with the Member. Member may also set-off any other liability of Merchant to Member under or in connection with this CEA against the Merchant's settlement funds. Member may also debit your nominated account for receipt of settlement funds or any other account that Merchant holds with the Member for any other liability of Merchant to Member under or in connection with this CEA.
6. **Term and Termination.** This CEA is effective upon the date Merchant accepts the terms and conditions set out herein and continues so long as Merchant has a PSA or until terminated by Merchant or Member, provided that those terms which by their nature are intended to survive termination (including without limitation, indemnification and chargeback obligations and limitations of liability) shall so survive termination. This CEA may be terminated by Member at any time based on a breach of any of Merchant's obligations hereunder or for any other reason that Member or PayPal Braintree reasonably deems a credit, regulatory, applicable law, or Network risk. This CEA will terminate automatically upon any termination of Merchant's PSA.
7. **Indemnification.** Merchant agrees to indemnify, defend, and hold Member harmless from and against all losses, liabilities, damages and expenses (including legal fees and collection costs) which the Member and/or its affiliates or agents may suffer or incur arising from any breach of any warranty, covenant or misrepresentation by Merchant under this CEA, or arising as a result of any tortious conduct by Merchant or Merchant's employees or agents, in connection with Card transactions or otherwise arising from Merchant's provision of goods and services to cardholders or from any contravention of any legal requirements.
8. **Assignment/Amendments.** This CEA may not be assigned by Merchant without the prior written consent of Member. Member may assign their rights under this CEA without Merchant's consent and subject to the Network Rules. This CEA may be

amended by Member as provided under the PSA, and otherwise shall not be modified in any respect without the express written agreement of the Member.

9. **Warranty disclaimer.** This CEA is a service agreement. We disclaim all representations or warranties, express or implied, made to Merchant or any other person, including without limitation, any warranties regarding quality, suitability, merchantability, fitness for a particular purpose or otherwise of any services or any goods provided incidental to the services provided under this CEA to the extent permitted by law.
10. **Logo usage.** In using each other's logos and other trademarks, each agrees to follow the guidelines prescribed by the other, as notified by the parties to each other from time to time.
11. **Limitation of Liability.** Notwithstanding anything in this CEA to the contrary, in no event shall the parties hereunder, or their affiliates or any of their respective directors, officers, employees, agents or subcontractors, be liable under any theory of tort, contract, strict liability or other legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby excluded by agreement of the parties, regardless of whether such damages were foreseeable or whether any party or any entity has been advised of the possibility of such damages. Notwithstanding anything in this CEA to the contrary, in no event shall we be liable or responsible for any delays or errors in our performance of the services caused by our service providers or other parties or events outside of our reasonable control, including PayPal Braintree. Notwithstanding anything in this CEA to the contrary, the parties' cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever (including, but not limited to, those arising out of or related to this CEA) and regardless of the form of action or legal theory and whether or not arising in contract or tort (excluding negligence and wilful misconduct) shall not exceed £30,000 if you are domiciled in the United Kingdom or €30,000 if you are domiciled in the European Economic Area. Nothing in this CEA shall exclude or limit any liability of any party for death or personal injury caused by negligence or fraud, deceit or fraudulent misrepresentation, howsoever caused.
12. **Enforceability.** No term of this CEA shall be enforceable by a third party and in particular a person who is not a party to this CEA has no rights under the Contracts (Rights of Third Parties) Act 1999, if applicable, to enforce or enjoy any of the benefits of this CEA (being a person other than the parties and their permitted successors and assignees).

13. **Governing Law.** Governing law with respect to this CEA shall be the laws of England and Wales for Merchants located in the United Kingdom and the laws of Ireland for Merchants located in the EEA. Each party hereby submits to the non-exclusive jurisdiction of the courts of England and Wales or Ireland, as applicable.
14. **Waiver.** The failure of a party to assert any of its rights under this CEA, including, but not limited to, the right to terminate this CEA in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of this CEA in accordance with its terms.
15. **Relationship between the Parties; No Partnership or Agency; Independent Contractors.** No agency, partnership, joint venture or employment relationship is created between Merchant or Member by way of this CEA. In the performance of their respective obligations hereunder, the parties are, and will be, independent contractors. Nothing in this CEA will be construed to constitute either party as the agent for the other for any purpose whatsoever. Neither party will bind, or attempt to bind, the other party to any contract or the performance of any obligation, and neither party will represent to any third party that it has any right to enter into any binding obligation on the other party's behalf.
16. **No Illegal Use of Services.** Merchant will not access and/or utilise the Services for illegal purposes and will not interfere or disrupt networks connected with the Services.
17. **Severability.** Whenever possible, each provision of this CEA will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof will be prohibited by or determined to be invalid by a court of competent jurisdiction, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this CEA.
18. **Processing of Personal Data**
18. 1. For the purposes of this Agreement and Member's processing of Merchant Personal Data in connection with the provision of card processing services, both, Member and Merchant, are each, separately, a Controller. Merchant shall process Merchant Personal Data in compliance with Data Protection Law applicable to Merchant. Member shall process Merchant Personal Data in compliance with Data Protection Law applicable to Member
18. 2. **Purposes:** Member will only process the Company Personal Data (a) as required in order to meet its obligations pursuant to this Agreement; (b) as

agreed in writing between the parties (c) as required or allowed by applicable law to which Member is subject; (d) for fraud prevention or investigation purposes, or other risk management purposes; (e) for customer identification and information verification purposes, including in connection with "know your customer", anti-money laundering or anti-terrorism financing purposes; in accordance with Network Rules; (f) to enforce the rights of Member, or the rights of other persons in a financial transaction; (g) to comply with Member policies applicable to its obligations under this Agreement, including to protect the security of the Merchant Personal Data; or to operate, maintain, improve, and provide the features and functionality of Member's products and services and provide additional products and services.

18. 3. Transparency: As a Controller of the Merchant Personal Data, Merchant will provide an information notice to data subjects meeting the requirements of Data Protection Laws, including the information referred to in Articles 13 and 14 of the GDPR (Customer Privacy Notice), which notice shall enable Member to notify data subjects about Member's use of Personal Data in the products and services Member provides. As a Controller of the Merchant Personal Data, Member will provide, with Merchant's assistance, an information notice to data subjects meeting the requirements of Data Protection Laws, including the information referred to in Articles 13 and 14 of the GDPR (Acquirer Privacy Notice). Merchant will make available the information notices to any of Merchant's cardholders, employees, staff or contractors prior to their Personal Data being provided to Member in connection with this Agreement.

18. 4. Assistance: Each party will: (a) provide the other party with such assistance and co-operation as it reasonably requests to enable the requesting party to comply with any obligations imposed on it by Data Protection Laws in relation to the processing of the Merchant Personal Data. A party will be entitled to refuse or limit its assistance where the requesting party is in the position to fulfil the obligations without that party's assistance; (b) respond to requests or notices from data subjects as required as a Controller and, where this relates to the other party's processing, notify data subjects that the other party is a separate Controller and that the data subject should contact the other party separately if he or she wishes to send a notice or make a request to them; and (c) notify the other party without undue delay where it receives a request from a data subject that might

reasonably be expected to affect the other party's data processing, including requests to correct Personal Data provided by other party.

18. 5. **Notices:** All notices and other communications between the parties under this Clause 16 must be provided in accordance with this Agreement and, in the case of Merchant, also by email to Member's Data Protection Officer, DPO@fiserv.com.

18. 6. For the purposes of this Clause 16, the following terms shall have the following meanings:

Data Protection Law	the GDPR; the European Privacy and Electronic Communications Directive (Directive 2002/58/EC) (as amended or replaced from time to time, including by any regulation on privacy and electronic communications); and any other applicable laws to be complied with regarding the processing of Personal Data.
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, of the European Parliament and of the Council of 27 April 2016) (as amended from time to time).
Merchant Personal Data	means all personal data relating to a cardholder processed by either party in connection with this Agreement.

In addition to the terms defined in Clause 16.6, for the purposes of this Agreement, "personal data", "controller", "processing" and "data subject", shall have the meanings ascribed to them under GDPR.

Important Member Responsibilities:

- a. Member, and not PayPal Braintree, is the entity approved to extend acceptance of Network products directly to you.

- b. Member must be a principal (party) to this CEA.
- c. Member is responsible for educating you on pertinent Visa and Mastercard Rules with which you must comply; but this information may be provided to you by PayPal Braintree.
- d. Subject to Section 2 of this CEA, Member is responsible for and must provide settlement funds to you.
- e. Member is responsible for all settlement funds prior to funding you (or PayPal Braintree as your agent).

Important Merchant Responsibilities:

- a. Ensure compliance with cardholder data security and storage requirements.
- b. Maintain fraud and chargebacks below Network thresholds.
- c. Review and understand the terms of this CEA.
- d. Comply with Visa and Mastercard rules and applicable law.