

# Trilo Merchant Terms of Service

**Version:** 1.0

**Last updated:** 1 July 2026

**Effective from:** 1 July 2026

These Merchant Terms of Service form a legally binding agreement between Trilo Group Limited and the Customer.

Trilo Group Limited is a company registered in England and Wales with company number 11684530 and registered office at 2nd Floor, South One Castle Park, Tower Hill, Bristol, England, BS2 0JA. Trilo Group Limited is authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 with permission to provide account information services and payment initiation services, Firm Reference Number 919295.

In these terms, “**Trilo**”, “**we**”, “**us**” and “**our**” refer to Trilo Group Limited. “**Customer**”, “**you**” and “**your**” refer to the business, company, sole trader, partnership or other organisation that creates a Trilo merchant account, accepts these terms, orders a Trilo terminal, enables a Trilo product or service, or otherwise accesses or uses the Services.

By ticking an acceptance box, creating an account, submitting onboarding information, enabling a product or add-on, ordering a terminal, accessing the dashboard, using the Services, or continuing to use the Services after being notified of an update to these terms, the Customer agrees to be bound by these terms.

The person accepting these terms on behalf of the Customer confirms that they have authority to bind the Customer to these terms. If that person does not have such authority, they must not create an account, accept these terms, order a terminal or use the Services.

Trilo may record and retain evidence of acceptance of these terms, including the date and time of acceptance, the version of the terms accepted, the account details, device information, IP address, email address, business name and any other relevant acceptance or usage record.

If the Customer does not agree to these terms, the Customer must not create an account, order a terminal, enable any Trilo service or use the Services.

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# 1. Definitions

In these terms, the following definitions apply:

**Account** means the Customer's account with Trilo.

**Acquiring Partner** means any third-party acquirer, payment processor, card processor, card scheme, wallet provider, terminal provider, payment facilitator or other payment partner used in connection with card payments, Apple Pay, Google Pay or any other non-Open Banking payment method.

**Agreement** means these Merchant Terms of Service, together with any applicable order form, pricing schedule, product schedule, data processing terms, policies, schedules or documents expressly incorporated by reference.

**API** means any application programming interface, integration tool, software development kit, webhook or other technical interface made available by Trilo.

**Applicable Law** means all applicable laws, regulations, regulatory rules, regulatory guidance, licence conditions, court orders, legally binding decisions, mandatory industry codes and other binding legal requirements applicable to either party.

**Applicable Anti-Bribery Laws** means all laws relating to anti-bribery, anti-corruption, fraud, facilitation of tax evasion, sanctions, money laundering and similar matters, including the Bribery Act 2010.

**Business Day** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for general business.

**Card Fees** means any transaction fees, processing fees, acquiring fees, card scheme fees, interchange fees, wallet fees, chargeback fees, refund fees, authorisation fees, settlement fees or other charges payable in connection with card payments, Apple Pay, Google Pay or any other non-Open Banking payment method.

**Confidential Information** means all information disclosed by or on behalf of one party to the other which is marked as confidential, would reasonably be understood to be confidential, or by its nature should reasonably be treated as confidential.

**Customer Content** means any trade marks, logos, brand assets, product information, business information, images, text, data, materials or other content provided by or on behalf of the Customer to Trilo.

**Customer Technology** means the Customer's website, application, till system, device, QR code, ordering flow, shopfront, payment link, product catalogue or other technology through which End Users may access the Services.

**Data Protection Legislation** means all applicable laws relating to data protection, privacy and the processing of personal data, including the UK GDPR, the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003.

**End User** means an individual customer or other person who uses or attempts to use Trilo to make a payment, access a reward, use a profile or otherwise interact with the Services.

**End User Agreement** means the terms and policies between Trilo and End Users, as updated from time to time, governing an End User's use of the relevant Trilo services.

**Fees** means the subscription fees, add-on fees, transaction fees, refund fees, card/acquiring fees, implementation fees, support fees or other charges payable by the Customer to Trilo.

**Force Majeure Event** has the meaning given in clause 21.

**Insolvency Event** means, in relation to a party, any event where that party becomes insolvent, is unable to pay its debts, enters administration, liquidation, receivership, moratorium, restructuring, compromise or arrangement with creditors, has an administrator, liquidator, receiver or similar officer appointed, ceases or threatens to cease trading, or suffers an equivalent event in any jurisdiction.

**Intellectual Property Rights** means all intellectual property rights anywhere in the world, whether registered or unregistered, including copyright, trade marks, service marks, trade names, domain names, design rights, database rights, software rights, patents, know-how, trade secrets, rights in goodwill and all applications, renewals and extensions of those rights.

**Payment Initiation Services** has the meaning given to it in the Payment Services Regulations.

**Payment Services Regulations** means the Payment Services Regulations 2017, as amended, replaced or supplemented from time to time.

**Permitted Purpose** means the Customer's use of the Services in the ordinary course of its own lawful business to receive payments, manage Trilo-enabled transactions, operate rewards, access related Trilo products and use any other functionality made available by Trilo to that Customer.

**Services** means the Trilo platform, payment initiation services, account information services, merchant dashboard, payment links, QR code payment flows, shopfront features, rewards and loyalty tools, integrations, APIs, reporting tools, support services and any other services or functionality made available by Trilo from time to time.

**Terminal** means any payment terminal, device, reader, accessory, charger, cable, SIM card, software or related equipment supplied by or on behalf of Trilo to the Customer.

**Terminal Replacement Charge** means the amount payable by the Customer where a Terminal is lost, stolen, damaged beyond fair wear and tear, not returned, returned late, returned without required accessories, or otherwise not returned in reasonable working condition. The current Terminal Replacement Charge is £100 per Terminal, excluding VAT, unless Trilo notifies the Customer of a different amount.

**Trilo Boost** means the reward, cashback, credit, promotional value or other loyalty amount made available to End Users through the Trilo platform, as configured by the Customer and approved or enabled by Trilo.

**Trilo Brand Assets** means Trilo's name, logo, trade marks, brand wording, trade dress, icons, designs, marketing assets and other brand materials.

**Trilo Brand Wording** means "Pay with Trilo, get a Boost" or any other wording notified or approved by Trilo from time to time.

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## 2. The Services

2.1 Trilo provides technology and regulated payment services that allow End Users to make payments directly to the Customer using Open Banking payment initiation and related services.

2.2 The Customer wishes to make the Services available to End Users in connection with the Customer's own business.

2.3 Trilo may make the Services available through one or more channels, including QR codes, payment links, shopfronts, browser-based flows, APIs, integrations, dashboards or other tools.

2.4 The Services may include features supplied by Trilo, Trilo affiliates or third-party providers, including payment initiation, account information, card or wallet acceptance, acquiring, fraud tools, reporting, loyalty, refunds, customer profiles, integrations and related functionality.

2.5 Trilo may update, amend, improve, suspend, replace or discontinue any part of the Services from time to time, provided that where a change materially reduces the core functionality of the Services, Trilo will use reasonable endeavours to give the Customer notice where practicable.

2.6 Trilo does not provide banking, deposit-taking, lending, accounting, tax, legal, financial advice or merchant acquiring services unless expressly stated in writing.

2.7 The Services may include the provision of Trilo Terminals, subject to availability, onboarding approval, payment of applicable Fees and the additional terms set out in Schedule 5.

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## 3. Access to the Services

3.1 Subject to the Customer's compliance with this Agreement, Trilo grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable

licence during the term of this Agreement to access and use the Services for the Permitted Purpose.

3.2 The Customer must only use the Services for its own business and must not resell, white-label, lease, lend, sublicense or otherwise make the Services available to any third party without Trilo's prior written consent.

3.3 Trilo may impose usage limits, technical limits, risk controls, transaction limits, settlement controls, account limits or other restrictions where required for legal, regulatory, operational, risk, security or commercial reasons.

3.4 The Customer is responsible for ensuring that its own devices, systems, internet connection, browser, till systems and other technology are suitable for accessing and using the Services.

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## 4. Onboarding, Verification and Account Information

4.1 The Customer must provide all information reasonably requested by Trilo for onboarding, verification, due diligence, risk assessment, regulatory compliance, fraud prevention, billing and ongoing monitoring.

4.2 The Customer warrants that all information it provides to Trilo is accurate, complete, current and not misleading.

4.3 The Customer must promptly notify Trilo of any material change to its business, ownership, control, trading name, address, bank account, products, services, website, regulatory status or other information previously provided to Trilo.

4.4 Trilo may refuse to onboard the Customer, delay activation, suspend access, impose limits, request additional information or terminate this Agreement where Trilo reasonably considers this necessary for legal, regulatory, risk, compliance, operational, reputational or commercial reasons.

4.5 The Customer must not allow any unauthorised person to access its Account and must keep all login credentials, API keys and security information confidential and secure.

4.6 The Customer is responsible for all activity carried out through its Account, unless caused by Trilo's breach of this Agreement.

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## 5. Customer Obligations

5.1 The Customer must:

- (a) comply with this Agreement and all Applicable Laws;

- (b) use the Services only for the Permitted Purpose;
- (c) provide Trilo with all cooperation and information reasonably required in connection with the Services;
- (d) ensure that all Customer Content is accurate, lawful, up to date and not misleading;
- (e) provide Trilo with suitable brand assets, business information and payment information where required;
- (f) ensure that End Users are given clear and accurate information about the goods or services being purchased;
- (g) remain responsible for the sale, supply, fulfilment, quality, delivery, cancellation, return and refund of its own goods and services;
- (h) deal promptly and fairly with End User complaints, queries, refund requests and disputes relating to the Customer's goods or services;
- (i) comply with all tax, consumer protection, advertising, product safety, trading standards and sector-specific obligations applicable to its business;
- (j) comply with all reasonable instructions, technical requirements, brand guidelines, integration requirements and operational requirements notified by Trilo; and
- (k) notify Trilo promptly of any suspected fraud, security issue, unauthorised access, data breach, customer complaint, regulatory issue or other matter which may affect the Services.

5.2 The Customer must not, and must not permit any person to:

- (a) use the Services unlawfully, fraudulently, deceptively or in a way that may damage Trilo or any End User;
- (b) use the Services for any business, product, service or transaction prohibited by Trilo;
- (c) use the Services to facilitate money laundering, terrorist financing, fraud, sanctions evasion, bribery, corruption, tax evasion or any other unlawful activity;
- (d) interfere with, disrupt, overload, reverse engineer, decompile, copy, scrape, crawl, test, probe or attempt to gain unauthorised access to the Services, APIs or systems;
- (e) remove, obscure or alter any Trilo trade mark, notice, branding, security feature or proprietary marking;
- (f) misrepresent its relationship with Trilo;

- (g) make any representation, warranty or commitment on behalf of Trilo;
  - (h) use the Services in a way that may damage Trilo's reputation or goodwill;
  - (i) submit false, misleading, offensive, infringing or unlawful Customer Content;
  - (j) create duplicate, misleading or fraudulent accounts;
  - (k) use the Services for personal, household or consumer purposes; or
  - (l) do anything that Trilo reasonably considers to present an unacceptable legal, regulatory, security, financial, operational or reputational risk.
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## 6. Prohibited and Restricted Businesses

6.1 Trilo may maintain and update a list of prohibited or restricted businesses, products, services and transaction types.

6.2 The Customer must not use the Services in relation to any prohibited business, product, service or transaction without Trilo's prior written approval.

6.3 Trilo may immediately suspend or terminate the Services where it reasonably believes the Customer is using the Services for a prohibited or restricted purpose.

6.4 Without limiting clause 6.1, Trilo may prohibit or restrict use of the Services in relation to unlawful goods or services, high-risk financial services, regulated products, adult services, gambling, weapons, controlled substances, counterfeit goods, misleading schemes, sanctions exposure or any other category that Trilo reasonably considers unsuitable.

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## 7. Payment Initiation Services

7.1 Trilo's Open Banking payment functionality allows End Users to initiate payments from their bank account to the Customer's nominated account.

7.2 Each payment must be authorised by the relevant End User through the End User's own bank or payment account provider.

7.3 Trilo does not control the End User's bank, the Customer's bank or any account servicing payment service provider.

7.4 Trilo is not responsible for a payment being delayed, rejected, reversed, blocked or not completed where this is caused by an End User, the End User's bank, the Customer's bank, incorrect information, insufficient funds, bank downtime, fraud screening, legal or regulatory restrictions, or circumstances outside Trilo's reasonable control.

7.5 The Customer acknowledges that Open Banking payments are not card payments and may not include the same dispute, chargeback or refund mechanisms that apply to card schemes.

7.6 The Customer remains responsible for reconciling payments received into its own bank account and for ensuring that goods or services are only released, dispatched or fulfilled in accordance with the Customer's own risk procedures.

7.7 Trilo may make transaction status information available through the Services. Such information is provided for operational convenience and does not replace the Customer's responsibility to verify receipt of funds where necessary.

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## 8. Card, Apple Pay, Google Pay and Acquiring Partner Services

8.1 Where Trilo enables the Customer to accept card, Apple Pay, Google Pay or other non-Open Banking payments through an acquiring partner, those services may be provided by a third-party acquiring partner and may be subject to separate terms, fees, scheme rules, onboarding requirements and risk controls.

8.2 The Customer must comply with all terms and requirements of any acquiring partner, card scheme, wallet provider or other third-party provider involved in those services.

8.3 Trilo is not responsible for the acts, omissions, decisions, fees, reserves, chargebacks, delays, restrictions or service availability of any acquiring partner, card scheme, wallet provider or third-party payment provider.

8.4 Transaction fees, acquiring fees, chargeback fees, refund fees, scheme fees or other third-party fees may apply where the Customer enables or uses card, wallet or acquiring partner services.

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## 9. Trilo Boost and Rewards

9.1 Where enabled, Trilo Boost allows End Users to receive or redeem rewards, credit, promotional value or loyalty benefits through the Trilo platform.

9.2 The Customer is responsible for configuring the Trilo Boost amount or reward structure applicable to its business, subject to Trilo's approval and platform rules.

9.3 The Customer must not vary, advertise, withdraw or alter Trilo Boost in a way that is misleading, unfair, unlawful or inconsistent with the information presented to End Users.

9.4 The Customer must display the Trilo Brand Wording, or any alternative wording approved by Trilo, while accepting Trilo as a payment method where reasonably required by Trilo.

9.5 Trilo may suspend, amend or withdraw any Trilo Boost or rewards functionality where required for legal, regulatory, technical, fraud, operational, reputational or commercial reasons.

9.6 Unless otherwise agreed in writing, the Customer is responsible for the commercial cost of any rewards, discounts, credits, promotions or benefits it makes available to End Users.

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## 10. Refunds

10.1 The Customer is responsible for deciding whether an End User is entitled to a refund in relation to the Customer's goods or services.

10.2 Where supported, Trilo may enable the Customer to process refunds through Open Banking or related functionality.

10.3 Refund functionality may not be available for all banks, accounts, payment types, End Users or transactions.

10.4 Trilo may offer one or more refund methods, including:

- (a) individual refunds, where a Customer may refund an End User on a transaction-by-transaction basis; and
- (b) batch refunds, where a Customer may refund multiple End Users through a batch process.

10.5 Trilo may charge refund fees, batch processing fees or other charges as set out in the pricing schedule or otherwise notified to the Customer.

10.6 Trilo is not responsible for refunds made outside the Services.

10.7 The Customer must ensure that it has sufficient funds available to process any refund.

10.8 Trilo may decline, delay, block or reverse a refund where required for legal, regulatory, fraud, risk, technical, operational or compliance reasons.

10.9 The Customer remains responsible for any refund, cancellation, return, consumer rights or customer service obligation arising from the Customer's own goods or services.

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## 11. Fees, Billing and Payment

11.1 The Customer must pay the Fees applicable to its subscription tier, add-ons, usage, products, Terminals, and any other services selected or used by the Customer.

11.2 Unless otherwise agreed in writing, subscription Fees are payable monthly in advance.

11.3 Usage-based fees, transaction fees, refund fees, acquiring partner fees, implementation fees and other charges may be billed monthly in arrears or at such other time as Trilo reasonably determines.

11.4 All Fees are payable in pounds sterling and are exclusive of VAT and any other applicable taxes, unless expressly stated otherwise.

11.5 The Customer must pay all invoices within 30 days of the invoice date, unless otherwise agreed in writing.

11.6 If the Customer fails to pay any amount when due, Trilo may:

- (a) suspend or restrict access to the Services;
- (b) charge interest on overdue amounts at 4% per annum above the Bank of England base rate;
- (c) recover reasonable costs of collection;
- (d) set off amounts owed to Trilo against amounts payable to the Customer, where lawful; and/or
- (e) terminate this Agreement.

11.7 The Customer must not withhold, reduce or set off any payment due to Trilo except where required by law or agreed by Trilo in writing.

11.8 Trilo may change the Fees by giving the Customer at least 30 days' notice. If the Customer does not agree to the changed Fees, the Customer may terminate this Agreement before the change takes effect, in accordance with clause 23.

11.9 Fees may include subscription fees, transaction fees, Card Fees, acquiring partner fees, wallet payment fees, refund fees, chargeback fees, Terminal subscription fees, Terminal Replacement Charges, implementation fees, support fees and any other fees notified to the Customer from time to time.

11.10 If the Customer enables card payments, Apple Pay, Google Pay or any other non-Open Banking payment method, Card Fees and third-party fees may apply.

11.11 Card Fees may vary from time to time. Trilo may update Card Fees where required or influenced by card scheme fees, interchange fees, acquiring partner fees,

processing costs, payment method costs, regulatory changes, risk profile, commercial changes, or changes to the Customer's selected pricing plan.

11.12 Trilo will use reasonable endeavours to notify the Customer of material changes to Fees. However, changes to pass-through fees, card scheme fees, acquiring partner fees, interchange fees, taxes, regulatory charges or other third-party costs may take effect immediately or on shorter notice where Trilo reasonably considers this necessary.

11.13 Where the Customer subscribes for or uses a Trilo Terminal, the Customer must pay the applicable Terminal subscription Fees and any Terminal Replacement Charge in accordance with Schedule 5.

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## 12. Taxes

12.1 The Customer is responsible for determining, collecting, reporting and paying any taxes, VAT, duties, levies or other amounts arising from the Customer's sale of goods or services.

12.2 Trilo is not responsible for calculating or remitting taxes on behalf of the Customer unless expressly agreed in writing.

12.3 Where Trilo is required to charge VAT or any other tax on its Fees, the Customer must pay such amounts in addition to the Fees.

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## 13. Customer Content and Brand Materials

13.1 The Customer grants Trilo a non-exclusive, royalty-free, worldwide licence to use, copy, display, host, modify and reproduce Customer Content solely to provide, operate, promote and support the Services.

13.2 The Customer warrants that it has all rights, licences and permissions required to provide Customer Content to Trilo and to allow Trilo to use it under this Agreement.

13.3 Trilo may remove or refuse to display any Customer Content that Trilo reasonably considers inaccurate, misleading, unlawful, infringing, offensive, poor quality or damaging to Trilo's reputation.

13.4 The Customer may only use Trilo Brand Assets in accordance with Trilo's brand guidelines and with Trilo's prior written consent.

13.5 Trilo may refer to the Customer as a Trilo customer and may use the Customer's name and logo in customer lists, pitch materials, case studies, website pages and marketing materials, unless the Customer notifies Trilo in writing that it does not consent to such use.

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## 14. Intellectual Property

14.1 Each party retains ownership of the Intellectual Property Rights it owned before entering into this Agreement.

14.2 Trilo and its licensors own all Intellectual Property Rights in the Services, platform, APIs, software, documentation, processes, designs, data models, analytics, know-how, improvements, modifications and related technology.

14.3 Except for the limited licence expressly granted in this Agreement, the Customer does not acquire any rights in the Services or Trilo's Intellectual Property Rights.

14.4 The Customer must not copy, modify, adapt, translate, reverse engineer, decompile, disassemble, create derivative works from or otherwise exploit the Services except as expressly permitted by this Agreement or Applicable Law.

14.5 If the parties jointly develop any product, feature, integration, document, service, process, function, concept or other item that may give rise to new Intellectual Property Rights, ownership of those rights must be agreed in a separate written agreement or written amendment to this Agreement.

14.6 Trilo may freely use feedback, suggestions, ideas, requests or recommendations provided by the Customer relating to the Services without restriction or obligation, provided that Trilo does not disclose the Customer's Confidential Information.

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## 15. Data Protection

15.1 Each party must comply with its obligations under Data Protection Legislation.

15.2 The parties acknowledge that, unless otherwise agreed in writing, each party acts as an independent controller in relation to personal data it processes in connection with this Agreement.

15.3 Each party is responsible for providing any privacy notices, obtaining any consents and identifying any lawful bases required for its own processing of personal data.

15.4 The Customer must not provide Trilo with any personal data unless it is lawful for the Customer to do so.

15.5 Where a party processes personal data as processor on behalf of the other party, the parties will enter into appropriate data processing terms.

15.6 Trilo will process personal data in accordance with its privacy policy and applicable data protection terms.

15.7 Trilo may use aggregated, anonymised or statistical data relating to use of the Services for analytics, service improvement, reporting, benchmarking, product development and commercial purposes, provided that such data does not identify the Customer or any End User.

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## 16. Confidentiality

16.1 Each party must keep the other party's Confidential Information confidential and must not disclose it except as permitted by this Agreement.

16.2 A party may disclose Confidential Information:

- (a) to its employees, officers, advisers, contractors, auditors, insurers, investors, potential investors, funders, professional advisers and representatives who need to know it and are subject to confidentiality obligations;
- (b) where required by law, regulation, court order, regulator, tax authority or stock exchange; or
- (c) with the other party's prior written consent.

16.3 Confidential Information does not include information that:

- (a) is or becomes public other than through breach of this Agreement;
- (b) was lawfully known to the receiving party before disclosure;
- (c) is lawfully received from a third party without restriction; or
- (d) is independently developed without use of the disclosing party's Confidential Information.

16.4 This clause 16 survives termination of this Agreement.

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## 17. Compliance, Anti-Bribery and Sanctions

17.1 Each party must comply with Applicable Anti-Bribery Laws.

17.2 The Customer must not use the Services in any way that would cause Trilo to breach any anti-money laundering, counter-terrorist financing, sanctions, anti-bribery, anti-corruption, tax evasion, financial crime or regulatory obligation.

17.3 The Customer must not offer, promise, give, request, agree to receive or accept any bribe, inducement, facilitation payment or improper advantage in connection with this Agreement.

17.4 Trilo may suspend or terminate the Services immediately if it reasonably suspects a breach of this clause 17.

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## 18. Availability, Support and Changes

18.1 Trilo will use reasonable endeavours to make the Services available, but does not guarantee that the Services will be uninterrupted, error-free or available at all times.

18.2 The Services may be unavailable due to maintenance, updates, outages, third-party failures, bank downtime, internet issues, security incidents, regulatory requirements or circumstances outside Trilo's reasonable control.

18.3 Trilo may provide support through such channels and during such hours as Trilo makes available from time to time.

18.4 Trilo may make changes to the Services to improve performance, security, reliability, compliance, functionality or user experience.

18.5 Trilo may suspend access to the Services without liability where reasonably necessary for maintenance, security, compliance, fraud prevention, risk management, non-payment or to protect Trilo, End Users, banks, third-party providers or other customers.

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## 19. Warranties and Disclaimers

19.1 Each party warrants that:

- (a) it has authority to enter into and perform this Agreement;
- (b) this Agreement is binding on it;
- (c) entering into this Agreement will not breach any other agreement binding on it; and
- (d) it will comply with Applicable Law.

19.2 The Customer warrants that:

- (a) it is acting in the course of business and not as a consumer;
- (b) it has all licences, permissions, registrations and approvals required to operate its business;
- (c) it has the right to sell the goods and services it offers to End Users;
- (d) its use of the Services will not breach Applicable Law or third-party rights; and

(e) all information provided to Trilo is accurate, complete and not misleading.

19.3 Except as expressly set out in this Agreement, the Services are provided “as is” and “as available”.

19.4 To the fullest extent permitted by law, Trilo excludes all implied warranties, conditions, representations and terms, including any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, non-infringement and uninterrupted availability.

19.5 Trilo does not warrant that the Services will increase sales, reduce costs, generate revenue, improve conversion, produce any particular commercial outcome or be compatible with all Customer systems.

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## 20. Liability

20.1 Nothing in this Agreement limits or excludes either party’s liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) wilful misconduct;
- (d) breach of confidentiality;
- (e) breach of data protection obligations, to the extent liability cannot lawfully be excluded or limited;
- (f) payment of Fees properly due; or
- (g) any liability that cannot lawfully be excluded or limited.

20.2 Subject to clause 20.1, neither party will be liable for:

- (a) loss of profits;
- (b) loss of revenue;
- (c) loss of anticipated savings;
- (d) loss of business;
- (e) loss of goodwill or reputation;
- (f) loss or corruption of data;
- (g) loss of opportunity;

- (h) business interruption;
- (i) wasted expenditure; or
- (j) indirect, special or consequential loss.

20.3 Subject to clause 20.1, Trilo's total aggregate liability arising out of or in connection with this Agreement in any contract year will not exceed the greater of:

- (a) £50,000; or
- (b) the total Fees paid or payable by the Customer to Trilo in that contract year.

20.4 Subject to clause 20.1, Trilo is not liable for any loss arising from:

- (a) the Customer's goods, services, fulfilment, refunds, returns, cancellations, customer service or business operations;
- (b) an End User's bank, the Customer's bank or any third-party payment provider;
- (c) incorrect bank details, payment information or Customer Content provided by the Customer;
- (d) unauthorised access caused by the Customer's failure to keep credentials secure;
- (e) third-party systems, integrations, acquiring partners, card schemes, wallet providers or internet services;
- (f) suspension or termination carried out in accordance with this Agreement;
- (g) a Force Majeure Event; or
- (h) the Customer's breach of this Agreement.

20.5 The Customer must indemnify Trilo against all losses, liabilities, damages, costs, expenses, claims, fines, penalties and regulatory action arising out of or in connection with:

- (a) the Customer's breach of this Agreement;
- (b) the Customer's goods, services, business, advertising, fulfilment, refunds, returns or customer disputes;
- (c) Customer Content;
- (d) the Customer's breach of Applicable Law;
- (e) the Customer's misuse of the Services;

- (f) fraud, negligence, wilful misconduct or unlawful conduct by the Customer or its personnel; or
  - (g) any claim that Customer Content infringes third-party rights.
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## 21. Force Majeure

21.1 Neither party will be liable for failure or delay in performing its obligations where caused by circumstances beyond its reasonable control, including natural disasters, extreme weather, fire, flood, epidemic, pandemic, war, terrorism, civil unrest, labour dispute, government action, regulatory action, power failure, telecommunications failure, internet failure, bank outage, payment network failure, cyberattack or third-party service failure.

21.2 The affected party's obligations will be suspended for the duration of the Force Majeure Event.

21.3 If a Force Majeure Event continues for more than 30 consecutive days, either party may terminate this Agreement by written notice.

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## 22. Suspension

22.1 Trilo may suspend or restrict the Customer's access to all or part of the Services immediately where:

- (a) the Customer fails to pay Fees when due;
- (b) the Customer breaches this Agreement;
- (c) Trilo reasonably suspects fraud, misuse, unlawful activity, security risk or unauthorised access;
- (d) required by Applicable Law, a regulator, a bank, an acquiring partner, a payment partner or a competent authority;
- (e) the Customer's use of the Services creates an unacceptable legal, regulatory, operational, security, financial or reputational risk;
- (f) the Customer fails to provide information reasonably requested by Trilo;
- (g) the Customer is subject to an Insolvency Event; or
- (h) suspension is reasonably required to protect Trilo, End Users, banks, partners or other customers.

22.2 Trilo will use reasonable endeavours to notify the Customer of suspension where lawful and practicable.

22.3 Trilo may maintain the suspension until the relevant issue has been resolved to Trilo's reasonable satisfaction.

22.4 Suspension does not affect the Customer's obligation to pay Fees.

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## 23. Term and Termination

23.1 This Agreement starts when the Customer accepts these terms, creates an Account, signs an order form or first uses the Services, whichever occurs first.

23.2 This Agreement continues until terminated in accordance with this clause 23.

23.3 Either party may terminate this Agreement for convenience by giving the other party at least 30 days' written notice.

23.4 Trilo may terminate this Agreement immediately by written notice if:

- (a) the Customer materially breaches this Agreement and the breach cannot be remedied;
- (b) the Customer materially breaches this Agreement and fails to remedy the breach within 14 Business Days of written notice;
- (c) the Customer fails to pay Fees when due and does not remedy non-payment within 7 days of written notice;
- (d) the Customer is subject to an Insolvency Event;
- (e) Trilo reasonably suspects fraud, unlawful activity, sanctions exposure, financial crime or serious misuse;
- (f) Trilo is required to do so by Applicable Law, a regulator, bank, acquiring partner, payment partner or competent authority;
- (g) the Customer ceases trading or materially changes its business in a way that Trilo reasonably considers unacceptable; or
- (h) the Customer's continued use of the Services presents an unacceptable legal, regulatory, operational, security, financial or reputational risk.

23.5 The Customer may terminate this Agreement immediately if Trilo materially breaches this Agreement and fails to remedy the breach within 14 Business Days of written notice.

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## 24. Consequences of Termination

24.1 On termination of this Agreement:

- (a) the Customer's right to access and use the Services ends;
- (b) the Customer must stop using Trilo Brand Assets;
- (c) the Customer must remove Trilo payment options, logos, QR codes, payment links and brand wording from Customer Technology where reasonably practicable;
- (d) all unpaid Fees become immediately due and payable;
- (e) Trilo may issue a final invoice for Fees incurred up to termination;
- (f) Trilo may retain records as required for legal, regulatory, tax, audit, fraud prevention, dispute resolution and legitimate business purposes; and
- (g) each party must return or delete the other party's Confidential Information on request, except where retention is required by law or legitimate archival, regulatory, audit or compliance purposes.

24.2 Termination does not affect any rights, liabilities or obligations that accrued before termination.

24.3 Clauses which by their nature should survive termination will survive, including clauses relating to payment, confidentiality, intellectual property, data protection, liability, indemnities, governing law and dispute resolution.

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## 25. Notices

25.1 Notices under this Agreement must be in writing and sent by email or by any other method agreed by the parties.

25.2 Notices to Trilo must be sent to: **support@trilo.io** or such other email address as Trilo notifies from time to time.

25.3 Notices to the Customer may be sent to the email address registered to the Customer's Account or any other email address provided by the Customer.

25.4 A notice sent by email will be deemed received 24 hours after sending, provided that if such time falls outside Business Hours on a Business Day, it will be deemed received when Business Hours resume.

25.5 In this clause, **Business Hours** means 9.00 am to 5.00 pm on a Business Day.

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## 26. Changes to these Terms

26.1 Trilo may update these terms from time to time.

26.2 Trilo will give the Customer reasonable notice of material changes where practicable.

26.3 If the Customer continues to use the Services after the updated terms take effect, the Customer will be deemed to have accepted the updated terms.

26.4 If the Customer does not agree to a material change, the Customer may terminate this Agreement before the change takes effect.

26.5 Trilo may make changes that are required by law, regulation, security, fraud prevention, payment partners, banks, acquiring partners or technical requirements with immediate effect.

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## 27. Assignment and Transfer

27.1 The Customer must not assign, transfer, novate, subcontract or otherwise deal with any rights or obligations under this Agreement without Trilo's prior written consent.

27.2 Trilo may assign, transfer, novate, subcontract or otherwise deal with its rights or obligations under this Agreement to an affiliate, successor, purchaser, investor, funder, acquirer or group company, provided that this does not materially reduce the Customer's rights under this Agreement.

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## 28. Entire Agreement

28.1 This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all previous agreements, arrangements, understandings, statements and representations, whether written or oral.

28.2 Each party acknowledges that it has not relied on any statement, representation, assurance or warranty not expressly set out in this Agreement.

28.3 Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.

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## 29. Waiver

29.1 No failure or delay by a party to exercise any right or remedy under this Agreement will constitute a waiver of that right or remedy.

29.2 No single or partial exercise of any right or remedy will prevent further exercise of that or any other right or remedy.

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## **30. Severance**

30.1 If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable.

30.2 If modification is not possible, the relevant provision or part-provision will be deemed deleted.

30.3 Any modification or deletion will not affect the validity and enforceability of the rest of this Agreement.

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## **31. Third Party Rights**

31.1 Except as expressly stated in this Agreement, no person other than the parties has any right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.

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## **32. No Partnership or Agency**

32.1 Nothing in this Agreement creates a partnership, joint venture, employment relationship, fiduciary relationship, agency or representative relationship between the parties.

32.2 Neither party has authority to bind the other unless expressly agreed in writing.

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## **33. Governing Law and Jurisdiction**

33.1 This Agreement and any dispute or claim arising out of or in connection with it, including non-contractual disputes or claims, is governed by English law.

33.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

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## Schedule 1: Trilo Brand Assets

The Customer may access Trilo's logo and brand assets which will be shared on request.

The Customer must only use Trilo Brand Assets in accordance with Trilo's brand guidelines and any instructions issued by Trilo from time to time.

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## Schedule 2: Trilo Boost

The Trilo Boost amount or reward structure applicable to the Customer will be the amount or structure configured in the Customer's Account, agreed in the relevant order form, or otherwise confirmed by Trilo in writing.

The Customer may not materially vary its Trilo Boost configuration without Trilo's approval.

Unless otherwise agreed in writing, the Customer is responsible for the commercial cost of any Trilo Boost, reward, discount, credit or promotional value offered to End Users.

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## Schedule 3: Fees

The Customer must pay the Fees applicable to its selected subscription, add-ons, usage, Card Fees, Terminal subscription, Terminal Replacement Charges and any other Services, products or payment methods selected, enabled, ordered or used by the Customer.

Unless otherwise agreed in writing:

- (a) the core subscription fee is payable monthly in advance;
- (b) add-ons are payable monthly in advance or monthly in arrears, as notified by Trilo;
- (c) refund fees, acquiring fees, transaction fees or usage-based fees may be charged in addition to subscription fees;
- (d) all Fees are exclusive of VAT; and
- (e) all Fees are payable in pounds sterling.

Current pricing and any agreed commercial terms may be set out in the Customer's order form, account dashboard, invoice, pricing page or other written confirmation from Trilo.

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## Schedule 4: Support and Contact

Support contact: **support@trilo.io**

Trilo may provide support by email, in-platform chat, helpdesk, documentation, telephone, account management or any other channel made available from time to time.

Unless otherwise agreed in writing, Trilo does not guarantee any specific support response time or resolution time.

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## Schedule 5: Trilo Terminals

1. The Customer may choose to subscribe for one or more Trilo Terminals, subject to availability, onboarding approval, payment of applicable Fees and any additional requirements notified by Trilo.
2. Each Trilo Terminal remains the property of Trilo at all times. The Customer does not acquire ownership of any Terminal, device, accessory, software or related equipment supplied by or on behalf of Trilo.
3. The Customer is responsible for keeping each Terminal safe, secure, undamaged and in good working condition from the time it is delivered to the Customer until it is returned to Trilo.
4. The Customer must only use each Terminal for the purpose of accepting payments through the Services and must not sell, transfer, lend, lease, charge, pledge, modify, repair, tamper with, reverse engineer, open, damage, remove security features from, or allow any unauthorised person to use or access the Terminal.
5. The Customer must comply with all reasonable instructions issued by Trilo in relation to each Terminal, including instructions relating to installation, activation, security, software updates, connectivity, usage, storage, returns and troubleshooting.

6. The Customer must notify Trilo promptly if a Terminal is lost, stolen, damaged, compromised, misused, accessed by an unauthorised person, or no longer required.
7. Trilo may remotely update, restrict, disable, suspend, deactivate or lock a Terminal where reasonably required for security, fraud prevention, non-payment, legal or regulatory compliance, operational reasons, termination of the Customer's subscription, suspected misuse, or protection of Trilo, End Users, payment partners or other customers.
8. Terminal subscription Fees are payable for as long as the Terminal subscription remains active, whether or not the Customer uses the Terminal, unless otherwise agreed by Trilo in writing.
9. On termination of the Terminal subscription, termination of this Agreement, suspension for non-payment, or on Trilo's request, the Customer must promptly return each Terminal to Trilo in accordance with Trilo's return instructions.
10. If a Terminal is lost, stolen, damaged beyond fair wear and tear, not returned within the period specified by Trilo, returned without required accessories, or otherwise not returned in reasonable working condition, the Customer must pay Trilo the applicable Terminal Replacement Charge.
11. The current Terminal Replacement Charge is £100 per Terminal, excluding VAT. Trilo may update the Terminal Replacement Charge from time to time to reflect the cost of replacing the relevant Terminal, accessories, postage, handling, repair, administration or supplier costs.
12. The Customer remains liable for all Fees and charges relating to a Terminal until the Terminal is returned to Trilo and received in reasonable working condition, unless Trilo agrees otherwise in writing.