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Contents

1. Welcome	4
2. Getting in touch	4
3. Meanings of key terms	5
4. About payment acceptance	7
Getting started with payment acceptance	8
What cards does payment acceptance support?	8
Our collaboration with Adyen	8
Who can use payment acceptance?	8
When we carry out checks	9
What you can sell using payment acceptance tools	9
5. Important rules you must follow	9
What you give us permission to do	9
Complying with Adyen's terms	9
Transaction limits	10
Giving receipts and checking your sales details	10
6. Payouts	11
When the payout schedule might change	11
Requesting early payout	11
When we can withhold a payout	12
Our right to set-off	12
7. What you promise to do	12
PCI DSS compliance: keeping customers' card details safe	13

Fees you'll pay	13
If you owe us money	13
Minimum cash reserve	13
Your cooperation with us	14
Your duty to report fraudulent, suspicious or illegal activity	14
Telling us about changes to your business or financial condition	14
Other rules you need to follow	15
8. Your obligations to your customers	15
9. Your privacy	16
10. Reversing a transaction	16
11. Giving refunds	16
12. Handling chargebacks	17
13. What you're liable for	17
14. When we can change these terms	18
15. When we can suspend your access to payment acceptance	18
16. Ending your access to payment acceptance	19
When you can end your access to payment acceptance	19
When we can end your access to payment acceptance	19
What happens when your payment acceptance access ends	20
Chargebacks after your payment acceptance access ends	20
Cash reserve after your payment acceptance access ends	20
Terms that apply after your payment acceptance access ends	20
17. Limits to our liability	20
18. How to get help	21

19. Making a complaint	21
20. Other important legal information	21
Transferring rights and duties ('assignment')	21
Financial Services Compensation Scheme (FSCS)	22
Events outside of our control	22
Laws and courts that apply	22
Exercising our rights ('no waiver')	22
21. Schedule 1 - Tap to Pay	23
22. Schedule 2 - Settle Up for business	24
23. Schedule 3 - Starling Fees Schedule*	25

1. Welcome

These additional conditions apply to your use of the payment acceptance tools we provide (the terms). They explain how payment acceptance works, and the rights and responsibilities you and we have. These terms are separate from and in addition to your business account terms..

In these terms, '**Starling**', '**we**', '**our**' and '**us**' mean Starling Bank Limited.

'**You**' and '**your**' means:

- the business that has a business account with us and is approved for payment acceptance. The business could be a sole trader, private limited company (**company**) or limited liability partnership (LLP); or
- where appropriate, the directors or limited partners you've authorised to use and manage the payment acceptance tools on the business's behalf.

You'll need to agree to these terms before you can use the payment acceptance tools. If a court decides that we can't enforce any part of these terms, it won't affect the rest of the terms.

If there's any inconsistency between these terms and a schedule for a particular payment acceptance tool, the schedule will apply. If there's any inconsistency between these terms and any other document we give you about the payment acceptance tools these terms will apply.

We'll give you a digital copy of these terms, which we recommend you download and save. You can ask us for a digital or paper copy at any time or view them on our website.

These terms are in addition to the separate terms:

- that you have with us for your Starling business account
- set by Adyen in respect of the services they provide to you as an integrated part of the payment acceptance tools (Adyen's terms), which include:
 - the Adyen for Platforms Terms & Conditions
 - the Adyen Prohibited and Restricted Products and Services List
 - any related documents or policies that Adyen requires.

Adyen's services are governed exclusively by Adyen's terms. We explain more about Adyen's role in the '[Our collaboration with Adyen](#)' section.

By accepting these terms, you're confirming that you have the authority to agree to them for your business and be bound by them.

2. Getting in touch

You can contact us 24 hours a day, 7 days a week, using the following contact details:

Starling app

The fastest way to contact us is by sending us a message in the Starling app.

Telephone

+44 (0) 207 930 4450.

Email

help@starlingbank.com

We'll let you know if these contact details change.

Payment acceptance tools use push notifications to give you certain information and messages from us.

We recommend you keep these turned on so you don't miss anything important.

3. Meanings of key terms

In these terms, the words below have the following meanings:

Adyen means Adyen N.V., authorised as an overseas branch of an EEA credit institution in the UK with a Part 4A permission to provide acquiring, payment and financial services under the supervision of the Prudential Regulatory Authority and the Financial Conduct Authority. You can consult Adyen's registration in the [FCA register](#) of financial service providers to see which regulated activities Adyen are authorised to provide in the UK.

Apple means Apple Inc.

Apple's terms means Apple's terms and conditions for using Tap to Pay on iPhone. Apple may change their terms from time to time.

authorised individual(s) means directors or limited partners of your business who are listed at Companies House, have passed our onboarding checks, and are allowed to operate your Starling business account on your behalf.

business account terms mean the Starling business account general terms and account schedule that apply to your Starling business account.

business day means any day from Monday to Friday. It doesn't include bank holidays or other public holidays in England.

card means a valid debit or credit card issued by a card issuer.

card issuer means a card scheme member that issues cards.

card payment means a payment made by a customer for your goods or services using their card with a payment acceptance tool, which the customer has authorised you to charge to their card account.

card scheme means a payment network that enables card payments and connects cardholders, merchants and acquiring banks. Examples include Visa and Mastercard, and any other scheme that we notify you we support for the payment acceptance tools.

card scheme rules means the rules, guidelines and standards set by the card schemes. They allow banks and businesses to accept and process card payments.

chargeback means a dispute raised by your customer or their card issuer, asking for a refund of a transaction. For example, when the goods or services they bought were faulty or never arrived.

chargeback period means the time limit your customer has to ask for a chargeback under the card scheme rules. It's usually up to 120 calendar days from the original transaction date or the date they were meant to get their goods or services, but it may vary depending on the card scheme rules that apply.

customer means a person or business who buys your goods or services using a payment acceptance tool.

e-wallet means a digital wallet on a phone or device where a customer keeps a digital version of their card(s), and uses them to make payments. Examples include Apple Pay, Samsung Pay and Google Pay.

e-wallet payment means a payment made by a customer for your goods or services using their e-wallet through a payment acceptance tool, which the customer has authorised you to charge to their card account.

fees means the money you have to pay us for using the payment acceptance tools, including (i) the fees set out in '[Schedule 3 - Starling Fees](#)' and (ii) any fees, costs, charges, assessments, fines or penalties imposed by card schemes or Adyen.

merchant account means the virtual payment processing account set up and assigned to you by Adyen. It's used by Adyen for collecting and processing card and e-wallet payments from your customers.

payment acceptance means the overall service and functionality we provide in collaboration with Adyen, that allows you to take payments from your customers using one or more payment acceptance tools.

payment acceptance tool means a tool that forms part of payment acceptance, currently Tap to Pay and Settle Up for business, together with any other tool we add from time to time.

payment link is a secure link shared via a QR code or message that takes your customer to a checkout page, where they can enter their card details.

payments means card payments and e-wallet payments.

payout means the transfer of money from your merchant account to your Starling business account by Adyen. This will be the total value of transactions settled from a single processing day, after deducting any transaction fees, refunds, and any fees, fines or other charges passed on by Adyen.

payout schedule means the period of time between the transaction being processed and settled in your merchant account and the money reaching your Starling business account. Typically, a payout is credited from the merchant account to your Starling business account within 2 business days of your customer making the payment.

PCI DSS means the Payment Card Industry Data Security Standard. This is a set of security requirements developed and maintained by the Payment Card Industry Security Standards Council (PCI SSC). It's designed to protect customer card data and make sure that payment card information is processed, stored, and sent securely. You can find the full set of requirements at www.pcisecuritystandards.org.

processing day means a continuous 24-hour period, from 00.00am to 11.59pm, during which all transactions processed by Adyen in that 24-hour period are included in your payout.

refund means an instruction you give to return money to your customer for a transaction made using payment acceptance.

same-day payout means the transfer of money from a transaction from your merchant account to your Starling business account on the same business day as the transaction was processed and settled in your merchant account.

Starling business account means the business current account or sole trader account you have with us in British pounds.

T+1 means a payout from your merchant account to your Starling business account on the next business day after the day the transaction was processed and settled in your merchant account. If a transaction is settled in your merchant account on a Friday, Saturday or Sunday, the payout will take place on the

Monday, which is the next business day (assuming there are no public holidays). T+2 and T+3 refer to the payout process taking place 2 and 3 business days after the transaction was processed and settled in your merchant account.

Tap to Pay means the contactless in-person payment acceptance tool described in '[Schedule 1](#)' of these terms.

Tap to Pay on iPhone means Apple's Tap to Pay platform that allows you to accept and process contactless card or e-wallet payments using compatible iOS devices. The equivalent on Android devices is referred to as Tap to Pay on Android. You can read more about compatible devices in our FAQs.

transaction means a transaction between you and your customer for your goods and services using Adyen's services that are integrated into the payment acceptance tools.

transaction fee means the fee listed in '[Schedule 3](#)' that you pay each time you accept a contactless card or e-wallet payment from your customers using a payment acceptance tool.

transaction limit means a cap on the number or value of payments you can accept through a payment acceptance tool. We may apply limits on a daily, weekly or monthly basis, and/or to each individual transaction. Different payment acceptance tools may have different limits.

insolvency event means any of the following:

- You stop or threaten to stop trading, or you're unable to pay your debts as they fall due.
- You enter into, or take steps to enter into, a moratorium, restructuring, administration, liquidation, bankruptcy or other insolvency process under applicable law.
- If you're a sole trader you become bankrupt or a bankruptcy petition is presented or you enter into a debt relief order, individual voluntary arrangement or any similar process.
- If you're a company or LLP any step is taken for your winding up, dissolution, administration, liquidation, receivership, company voluntary arrangement or restructuring plan or an insolvency practitioner is appointed.
- Any other event that we or Adyen, in our absolute discretion, consider to be similar or indicative of a potential insolvency event.

4. About payment acceptance

You can use the payment acceptance tools to set up payments, give refunds, and see the money from your sales in your Starling business account.

You access payment acceptance through the Starling app, online banking or both. Adyen acts as the payment service provider with their services built into the payment acceptance tools. Adyen, not Starling, are solely responsible for Adyen's services.

Payments are first received into your merchant account with Adyen and then paid out to your Starling business account in line with these terms. You cannot access the money in your merchant account until it's paid out to your Starling business account. Sometimes a transfer is paused or delayed, in accordance with these terms.

Our payment acceptance tools process transactions in British pounds only.

You must not ask for, collect, or process your customers' card details yourself. If you do, you'll be in breach of these terms.

Getting started with payment acceptance

You can apply for and use payment acceptance straight from the Starling app. You don't need any extra hardware.

Once you've passed all onboarding checks and been approved, you'll be able to access all payment acceptance tools.

What cards does payment acceptance support?

Payment acceptance tools accept payments from Visa and Mastercard cards, and e-wallets. Please check our website to see all the cards we support, as some contactless cards might not be accepted.

Our collaboration with Adyen

We provide payment acceptance tools in collaboration with Adyen. Adyen's services:

- collect and process payments from your customers when using the payment acceptance tools
- provide the merchant account
- execute the payout
- administer related matters (such as refunds and chargebacks)

You can find out more about Adyen on their website, www.adyen.com/en_GB.

Adyen uses your merchant account to receive and record payments you take from your customers. After Adyen processes the money, it can be moved to your Starling business account as a payout, in line with these terms. The money is not protected by the Financial Services Compensation Scheme until it is moved to your Starling business account.

Adyen operates independently from us and is not part of our group. Payment acceptance, including payouts, depend on Adyen continuing to provide its services and is subject to Adyen's terms. If, for example, Adyen reverse a transaction or refuse to make a payout, your rights in this respect are as set out in Adyen's terms.

Starling does not act for or on behalf of Adyen. Adyen's terms set out and explain Adyen's responsibilities. While these terms explain how aspects of Adyen's services work within the payment acceptance tools, Starling is not responsible or liable for Adyen's services.

Who can use payment acceptance?

To use and have access to a payment acceptance tool you must meet all of the eligibility criteria. You can find out more about this on our website by going to <https://help.starlingbank.com/business/> and searching "accept payments".

You must complete all required onboarding, identity and business verification checks to our and Adyen's satisfaction. This may include providing documents or information about your business, its structure, ownership, directors, limited partners, ultimate beneficial owners, authorised individuals or financial condition. As these checks are run by both Starling and Adyen, both will receive and process information about you for these purposes, with Adyen's processing being described in Adyen's terms.

We may decline your application if you don't meet the eligibility criteria.

When we carry out checks

We may review your eligibility and risk profile for payment acceptance:

- at regular intervals or from time to time – which may be once a year or more often, depending on your transaction activity, growth or risk profile
- if there's a material change in your transaction volume, business model or customer base
- if we detect or suspect fraud, financial loss, a pattern of chargebacks or misuse of the payment acceptance tools

What you can sell using payment acceptance tools

You can only use payment acceptance tools for your own business activities, and to sell your own goods or services.

You may only use payment acceptance tools to sell the goods or services you've agreed with us. If you want to change what you sell or add new goods or services, you need to get our written permission first.

5. Important rules you must follow

What you give us permission to do

By applying for and using payment acceptance tools you authorise us to:

- access, use and process information about you, your business, and your transactions
- engage with Adyen on your behalf and share information with Adyen
- send instructions and communications, on your behalf, to Adyen – for example to charge your customer for each transaction, initiate payouts and generally support your use of payment acceptance
- request payout by Adyen from your merchant account to your Starling business account in line with these terms
- request the transfer of money from, or hold money on, your merchant account and/or Starling business account, in line with these terms, for things like chargebacks, fees, refunds, and cash reserves (see the ['Minimum cash reserve'](#) section for more information)

Complying with Adyen's terms

To access the payment acceptance tools you must agree to and comply with Adyen's terms. Please carefully read Adyen's terms and any other payment acceptance-related documents Adyen gives you or that we provide access to. Adyen's terms govern your use of the Adyen services integrated into payment acceptance, and it's your responsibility to comply with them and any ongoing requirements of the card schemes.

Your use of a payment acceptance tool is conditional on your compliance with Adyen's terms. Adyen may update or change their terms from time to time, and you agree to comply with any new versions as notified to you.

Adyen have their own privacy notice that explains how they process and handle your data. You can find it on their website.

We will update you if Adyen change the data you need to provide to make a transaction.

You acknowledge that some of Adyen's terms may still apply even after you stop having access to payment

acceptance (for example, those on refunds and chargeback) and associated parts of these terms will also continue to apply.

We don't warrant or guarantee the performance of Adyen's obligations, and accept no liability for Adyen's acts or omissions.

Transaction limits

We or Adyen may set limits on the number or value of transactions processed through the payment acceptance tools. More than one limit may apply to the same transaction, depending on the nature of that transaction. How we set limits is described below.

Individual transactions

We may set a maximum value for each single transaction. This is in addition to any payment limits set by Adyen (for example, as required by HM Treasury, the Financial Conduct Authority or card schemes). If a transaction is over this limit, it will be declined.

Daily, weekly and monthly limits

We may also limit the total number or value of transactions you can accept each day, week, or month.

We'll tell you your starting limits for the payment acceptance tool you activate when you sign up. You may get a warning message if you try to make a transaction that goes over these limits. If you reach one of these limits, we'll decline all other transactions for that payment acceptance tool until the relevant time period resets.

Unless we specify otherwise, reaching a limit on one payment acceptance tool does not affect the limits on, or your use of other payment acceptance tools.

We can change your transaction limits at any time. We might lower or raise them based on our risk assessment, regulatory changes or other reasons we deem relevant. We'll let you know if we make any significant changes.

Requesting an increase in the limits

You can ask to increase your individual, daily, weekly, or monthly transaction limits. You can do this by contacting us in the Starling app or by using the contact details in the '[Getting in touch](#)' section. We'll review your request (where relevant, with Adyen), and we may ask you for more information or documents to support it. We're not obligated to approve your request.

Giving receipts and checking your sales details

When a transaction is approved, you can give your customer a receipt using a QR code. The customer scans it with their device to get an electronic receipt. If they give you their contact details, you can also send the receipt by email or text message. You're responsible for giving your customer a receipt.

Your transaction history and sales data is provided 'as is' and is based on data provided to Starling by Adyen. It may sometimes be delayed or contain errors because of third-party systems. We don't guarantee you'll see your transaction history in real time. We reserve the right to give you a corrected transaction history or correct any payouts. If you see any mistakes in your transaction history, please let us know.

Unless required by law or these terms state otherwise, it's your responsibility to keep your own records of all your payment acceptance payments and other data related to your use of payment acceptance.

6. Payouts

Payments you receive from your customers will be paid into your Starling business account from your merchant account, typically, in line with the payout schedule.

Unless we agree otherwise, we'll request (on your behalf) that Adyen process the payouts to your Starling business account on a T+1 basis. See the ['Meanings of key terms'](#) section for what this means.

Payouts may be delayed by other banks' processing times, weekends, public holidays, or other events outside our control. We're not responsible for delays caused by Adyen or your customers' issuing banks, card schemes, Adyen, or other third parties.

When money moves to your Starling business account from your merchant account, you must check the payout details we give you. If you notice a mistake, your right to have this corrected and the time limits depend on whether Adyen's terms or Starling business account terms apply.

If you accidentally receive too much money, for any reason, you must tell us as soon as possible and return the excess money to us within 48 hours. We may also deduct any excess money from your Starling business account. We'll let you know before we do this.

When the payout schedule might change

We (or Adyen) may extend your payout schedule, with or without notice, to T+2, T+3 or longer. We may do this if requested by Adyen or if:

- your business becomes higher risk
- we detect or reasonably suspect fraud, unusual activity or a significant increase in chargebacks or refunds
- we need to comply with card scheme rules or any laws and regulations that apply
- we experience delays from Adyen or card schemes

Requesting early payout

You can request to receive payouts faster than your current payout schedule. This includes returning to T+1 if your payouts have been extended.

We don't have to approve your request, but we may consider it based on certain factors, including:

your transaction history

- your record of chargebacks, refunds and fraud
- how well you've complied with these terms, Adyen's terms, card scheme rules, and any laws and regulations that apply
- your financial condition and reporting
- any other information we reasonably request

If you request same-day payouts, there may be extra fees. We'll let you know about these in advance if they apply.

Before we agree to early payouts, you may need to meet certain conditions at the time we approve your request and/or during the period the payout schedule applies. These conditions could include providing supporting financial information to us, or maintaining or increasing your cash reserve.

If we agree to same-day payouts, we'll review your payout schedule from time to time.

We may, at our sole discretion, put you back on the standard T+1 payout schedule, or an alternate schedule, if your payment schedule is different from T+1.

We'll always tell you if we make any changes to your payout schedule. Any changes to the payout schedule are subject to Adyen accepting and processing them.

When we can withhold a payout

We may withhold a request for payout if we suspect that:

- any transaction is fraudulent or involves any other criminal activity
- any transaction was not in the ordinary course of your business
- the number or size of transactions is significantly greater than expected
- the number of and/or frequency of refunds is significantly greater than expected
- an insolvency event has happened, or we have good reason to believe that one is likely to happen
- you haven't given us any information we asked for under these terms, or the information you gave us is substantially inaccurate or incomplete
- you failed to pay any fees or any other amounts you owe us under these terms

Payouts may also be withheld to comply with laws or regulations. All requests for payout remain subject to Adyen accepting and processing them.

Our right to set-off

You agree that we have a right of 'set-off'. This means that if the money you owe us is more than the payout you're due to receive, or if there's no payout due, we may take the amount from any account you have with us. You agree that we may do this at any time, and without letting you know in advance. This means we can take money you owe us from any of the accounts you have with Starling, including personal accounts (if you're a sole trader) and business accounts.

This set-off right applies to money that's due to be paid now, and to money that might become due in the future. The right also applies no matter what currency the money is in. If your money is in a currency other than British pounds, you give us permission to convert it into British pounds to pay back anything you owe. We'll convert the money using an exchange rate we reasonably determine on the day we make the conversion.

We'll use our set-off rights in line with any laws and regulatory requirements that apply.

7. What you promise to do

You agree to fully comply at all times with, and make sure your use of payment acceptance and the sale of your goods and services meet the requirements in:

- these terms
- Adyen's terms
- Apple's terms (if they apply)
- all laws and regulations that apply
- all card scheme rules that apply

PCI DSS compliance: keeping customers' card details safe

For payment acceptance, your business is the 'merchant'. This means you're responsible for assessing and maintaining Payment Card Industry Data Security Standard (PCI DSS) compliance for your business at all times. This includes completing a PCI Self-Attestation Questionnaire (SAQ) to confirm you'll comply with the PCI DSS.

To the extent permitted by law, you indemnify us against any claims, losses, damages, or regulatory fines arising out of or relating to your failure to comply with PCI DSS.

Fees you'll pay

You must pay all fees that apply to your use of payment acceptance tools.

We can change our fees in these terms by giving you at least 2 months' written notice. If you don't agree to the change, please see the '[When we can change these terms](#)' section. Otherwise, the changes will take effect when the 2-month notice expires.

If you owe us money

If you owe us money under these terms, we may reduce or withhold any payout we're due to send you. This includes amounts related to:

- chargebacks
- refunds
- fees
- penalties, fines or any other loss or liability related to your use of the payment acceptance tools

We may also withhold payouts, or hold money in reserve, if we reasonably believe you owe or may owe money in the future.

Minimum cash reserve

At any time, we may tell you that you need to keep a minimum amount of money in your merchant account, or another account with Starling or Adyen that we choose. This is called a 'cash reserve'. We decide the amount, and it protects against:

- any money you owe us or might owe us in the future under these terms
- any losses we may suffer or reasonably expect to suffer under these terms – including actual or anticipated chargebacks, fraud losses, non-compliance costs, or card scheme fines

We'll work out the amount of the cash reserve using one or more of these methods:

- a percentage of your monthly gross sales volumes, typically between 5% and 10%
- an amount that's equal to the total value of your sales, chargebacks and refunds over a set period of time – for example, the last 90 days
- any other method that we decide is reasonable

We can change the reserve amount at any time. We might do this based on your transaction activity, pattern of chargebacks, business type, or other risk factors like suspected fraud or trading status.

If we do take any of the steps we've explained here, we'll review them regularly and work with you to resolve any issues. If you don't keep us informed or help us when we ask you to, it may affect your access to the

payment acceptance tools.

Your cooperation with us

You agree to fully cooperate with us, Adyen, and any relevant third parties (including the card schemes, regulators and law enforcement authorities) in any payment acceptance-related:

- inquiries
- investigations
- audits
- disputes
- compliance matters

You must provide any information, records or evidence we reasonably ask you for, at any time. You must respond fully and accurately, and within the timeframe we give you.

You must provide any attestations, confirmations or declarations we need, in a form we specify regarding your compliance with your obligations. This includes the PCI DSS, your use of payment acceptance and any legal or regulatory requirements that apply.

Your duty to report fraudulent, suspicious or illegal activity

You must tell us immediately if you know or become aware of, or have reason to suspect, anything fraudulent, illegal, or suspicious about your use of the payment acceptance tools or your customers' activity. This includes but is not limited to:

- use of stolen or unauthorised payment cards
- transactions that appear to be structured to evade legal or regulatory requirements
- payments that involve money laundering, terrorist financing or scams
- any activity that appears unusual or inconsistent with your stated business

Telling us about changes to your business or financial condition

You must contact us immediately if any of the following things happen, or are reasonably likely to happen, as they could affect your eligibility for payment acceptance. You can find our contact details in the '[Getting in touch](#)' section of these terms.

Changes to your business or structure

- Any significant change in what your business does, the type of products you offer, or how you deal with customers. For example, selling higher-risk products, seasonal products, or deferred delivery products (where your products are delivered to the customer at a future date instead of straight away).
- Any change to your business structure, including your status as a sole trader, LLP or company.
- Any change of control or ownership of your business, whether legal or beneficial. This includes any change in the person(s) having significant influence or majority voting rights.
- A change to your business name, legal name, trading address or registered office.
- You stop trading or plan to stop trading.

Financial and legal events

- Any actual or threatened insolvency event.

- You can't pay your debts when they're due, or your debts become or could be declared immediately due.
- You have financial difficulties that affect your ability to meet your obligations to us.
- Any enforcement action, material dispute, or regulatory investigation that may affect your financial condition or reputation.
- You suspect or find that you, or anyone acting for you, has done something fraudulent.

If any of these things happen, or we reasonably believe that it poses a material compliance, reputational, operational or financial risk to us, we may apply additional monitoring, conditions, or transaction limits.

Other rules you need to follow

When you use the payment acceptance tools, you agree that:

- you'll only use them for business purposes and won't accept payments for any personal, family or household purposes.
- you're a sole trader, company or LLP.
- you're not acting as a consumer – meaning you won't use the payment acceptance tools to pay for someone else's goods and services.
- if you're not a sole trader, you're an authorised individual for your business.
- you accept full responsibility for anyone you've authorised to use the payment acceptance tools.
- you'll make sure any authorised individual(s) comply with these terms.
- you'll only use the payment acceptance tools to accept payments in the United Kingdom.
- you'll fulfil all of your obligations to your customers, and you'll resolve any disputes with them.
- you'll comply with all laws and regulations that apply to your business and your use of the payment acceptance tools.
- you'll have enough money in your Starling business account to cover any refunds or chargebacks.
- you'll only accept payments for goods and services you've actually sold.

8. Your obligations to your customers

You are solely responsible for your relationship with your customers. You undertake to meet all your responsibilities to your customers under these terms, Adyen's terms, Apple's terms (if they apply) and any laws and regulations that apply.

We're not responsible for the goods or services you sell, or for your relationship with your customers. But when you use the payment acceptance tools, you agree to:

- comply with all laws and regulations that apply to your customer transactions
- give your customers contact details to contact you in case goods or services are faulty or not delivered
- give your customers clear and accurate information about your goods and services
- make sure your customers are not required to waive their consumer rights as a condition of their purchase, return or refund
- not use payment acceptance to sell illegal goods or services
- refund your customers using the original payment method for transactions made using the relevant payment acceptance tool
- maintain and clearly communicate your refund, return and cancellation policies

- maintain and clearly communicate your data privacy policy

9. Your privacy

We use analytics to make the Starling app work properly and keep it safe and secure. This helps us protect you against fraud, comply with financial crime laws, and manage and identify any security or fraud risks.

Our privacy notice explains how we collect, use, share, and store your personal information. To understand what we do and what your rights are, please read the full notice. You can find it in the 'Statements and documents' section of the Starling app and on our website at www.starlingbank.com/legal/privacy-notice.

10. Reversing a transaction

You can request to reverse a transaction (meaning no money will be taken from your customer's account) before it's settled in the merchant account. To do this, you need to contact us on the same day of the transaction and ask to reverse it. You'll find our contact details in the '[Getting in touch](#)' section.

A transaction can only be reversed if it has not already been settled and we receive and process your reverse request before 11.59pm on the day of the transaction.

If we receive your request too late or the transaction is already settled, we won't be able to reverse it. You'll need to give your customer a refund instead. This can also apply if the customer's bank or card provider does not accept the reverse request.

11. Giving refunds

If you need to refund all or part of a transaction, you must do it in line with:

- all laws and regulations that apply
- all of the customer's rights under their contract with you
- your published refund and cancellation policy
- the card scheme rules
- these terms
- Adyen's terms

We may reject or cancel a refund request at any time if we reasonably believe it breaks these terms, the card scheme rules, or any laws or regulations that apply.

You can only make refunds to the card used for the original transaction, and for the original transaction amount – including any taxes that apply.

By initiating a refund, you authorise the refund amount to be taken from your merchant account including from any cash reserve. If you don't have enough cleared money available to process a refund, we may:

- at our discretion, take the money from your Starling business account or any other account you have with us, with or without telling you first
- instruct Adyen to delay processing the refund until you have enough money available
- recover the amount by instructing Adyen to deduct it from any future sales and/or payouts. If we can't tell you about this in advance, we'll let you know as soon as possible afterwards

The refund amount from your merchant account and/or your Starling business account will be given back to

the customer. We won't reimburse any fees that we charged on the original transaction.

We and Adyen won't be responsible if a refund fails because you don't have enough money in your merchant account and/or your Starling business account (including any arranged overdraft).

If we or Adyen reasonably decide that you're processing a high or unusual number of refunds, or if your refund practices pose a risk to us or Adyen, we may suspend or end your access to payment acceptance. We may also close your Starling business account.

12. Handling chargebacks

If a chargeback happens, we and Adyen will investigate. We may ask you for documents or information, like receipts or proof of delivery.

You're responsible for responding to chargeback requests within 15 calendar days. If you don't, you may be automatically liable for the disputed amount.

When a chargeback happens we'll take the chargeback amount and the chargeback fee shown in the ['Schedule 3 - Starling Fees'](#) from your Starling business account while we investigate.

If we successfully challenge the chargeback, we'll put the chargeback amount back in your Starling business account. We won't reimburse card schemes or Adyen fees related to the chargeback or our chargeback fee.

You understand that the dispute may not be resolved in your favour. If this happens, you don't respond in time, or you decide not to dispute the chargeback, the chargeback amount will be transferred to your customer by Adyen.

A chargeback could make your Starling business account go into an unarranged overdraft if there isn't enough money in it. Please check your business account terms for the terms and charges that apply to unarranged overdrafts. You agree to pay back any money you owe us.

A single transaction can have more than one chargeback if it's disputed multiple times and can be subject to additional chargeback fees.

13. What you're liable for

You're responsible for any losses, claims or liabilities incurred in connection with your use of a payment acceptance tool. This includes any losses we suffer if you, your agent, subcontractor, or employee does something or fails to do something, including:

- acting fraudulently
- failing, intentionally or with gross negligence, to follow or put in place appropriate security measures. This includes the PCI DSS rules or any reasonable instructions we give you.
- failing to tell us, as soon as reasonably possible, on becoming aware of any unauthorised use or access to a payment acceptance tool. This includes becoming aware that transactions have been processed using stolen, cloned, or unauthorised payment cards.
- receiving chargebacks resulting from claims of fraud, disputed transactions, or because goods or services weren't received

You'll indemnify us for any and all claims, costs, losses, expenses and liabilities, including fines, which we may suffer or incur in connection with:

- any of your payment acceptance transactions
- anything an authorised individual does, or fails to do, using a payment acceptance tool on your behalf

- your failure to comply with these terms, Adyen's terms, the card scheme rules, your legal or contractual obligations to your customers, or any laws or regulations that apply

14. When we can change these terms

We may change these terms at any time for any reason.

We'll usually give you at least 2 months' written notice if we do. Sometimes we might give you less notice – for example:

- to add a new payment acceptance tool
- a change is required by law, regulation, court order, or regulator
- to fix errors
- to improve security
- if we reasonably believe the change is to your benefit (including the design, features, functionality or technical specifications).

We'll only make a change without advance notice where it's required by law, regulation, a court order or a regulator, or is needed to protect the security of payment acceptance or your account, and we can't reasonably give you notice beforehand. Any such change takes effect on the date we notify you.

If you don't agree with the change, you must notify us in writing that you want to end your access to payment acceptance. You must do this before the change takes effect. These terms will terminate and your access to payment acceptance will end as soon as we receive your notice, subject to any pending settlements, refunds and chargebacks being paid. If you don't tell us that you reject the changes, you agree to keep using payment acceptance under the updated terms.

If Adyen change or discontinue any payment methods, we'll try to give you 1 month's notice.

15. When we can suspend your access to payment acceptance

We may suspend your access to payment acceptance, or to a specific payment acceptance tool, in whole or in part, immediately and without notice, if:

- you breach these terms, Adyen's terms or Apple's terms (if they apply)
- you ask for, collect or process your customers' card details yourself, or otherwise don't handle card details as these terms require
- you no longer meet our eligibility criteria, or your situation changes so that you no longer meet them
- you don't give us the information or cooperation we ask for within the timeframe we specify
- you don't tell us about fraudulent, suspicious or illegal activity as required
- we reasonably believe your activity poses a material compliance, reputational, operational or financial risk to us
- you're processing a high or unusual number of refunds, or your refund practices pose a risk to us or Adyen
- we're investigating possible fraud, a scam or chargebacks involving you
- Adyen, a card scheme or a regulator tells us to

Where we can, we'll tell you before or promptly after we suspend your access, and explain what you need to do to restore it, unless the law or a regulator prevents us. Suspending your access doesn't affect our right to end it under the section below.

16. Ending your access to payment acceptance

When you can end your access to payment acceptance

You can end your access to payment acceptance at any time, for any reason by contacting us. Ending your access to one payment acceptance tool ends your access to all of them, unless we notify you otherwise. Once your access ends, these terms will stop applying, except for any provisions that are expressed to survive.

If you have any pending transactions, refunds, chargebacks, or the balance on your merchant account is below zero, the terms will end after any remaining payouts, refunds and chargebacks have been paid.

After your access to payment acceptance ends, we may withhold a reasonable cash reserve, as set out in the ['Cash reserve after your payment acceptance access ends'](#) section.

When we can end your access to payment acceptance

We may end your access to payment acceptance, or to a specific payment acceptance tool, at any time, for any reason. We'll give you at least 2 months' written notice if we do this, or any other notice we have to give you by law.

We can also end your access to payment acceptance or to a specific payment acceptance tool immediately, without notice, if:

- your Starling business account is closed
- you process a transaction for your own card, or any card, without the sale of any goods or services
- you breach these terms, Adyen's terms, or Apple's terms (if they apply), or Adyen's terms are suspended or terminated
- you breach any other agreement you have with us
- you fail to pay any money you owe under these terms
- you're 90 days or more in arrears on an unarranged overdraft
- you've defaulted on a loan you have with us
- you breach or attempt to breach, or we reasonably believe that you've breached or are attempting to breach, any law or regulation that applies
- we have to do so to comply with legal or regulatory changes
- your type of business is included on Adyen's Prohibited and Restricted Products and Services list
- your business falls outside what we consider an acceptable level of risk
- you receive an excessive number of chargebacks
- an insolvency event has happened, or we reasonably believe that one may happen
- you're selling illegal goods or services, or you're involved in any illegal activity
- you give us false information
- you have used, or allowed someone else to use, payment acceptance illegally or for criminal activity
- we reasonably believe you're involved in fraudulent activity or helping others to commit fraud
- you don't give us the information or cooperation we ask for within the timeframe we specify
- you don't tell us about fraudulent, suspicious or illegal activity as required
- you're processing a high or unusual number of refunds, or your refund practices pose a risk to us or

- Adyen
- you no longer meet our eligibility criteria for payment acceptance
- Adyen, a card scheme or a regulator tells us to

We'll notify you we're ending your access to a payment acceptance tool or payment acceptance if it's possible and lawful for us to do so. But we may have to act immediately without notice to meet our legal and regulatory obligations.

What happens when your payment acceptance access ends

We'll stop accepting new transactions. Any transactions already being processed will be settled in line with these terms.

You'll remain liable to us for any money you owe under these terms, including all pending refunds, potential and actual chargebacks.

If you want to use payment acceptance again in the future, you'll need to make a new application. This will be subject to our eligibility criteria at that time.

Chargebacks after your payment acceptance access ends

You agree that during the chargeback period, even after these terms have ended, we reserve the right to recover money from you related to any chargebacks and associated fees for transactions processed before your payment acceptance access ended.

Cash reserve after your payment acceptance access ends

When your access to payment acceptance ends, we may withhold a cash reserve from your merchant account or any transaction amounts received after your access ends. This is to cover any pending transactions, refunds and potential chargebacks.

We'll hold the cash reserve until the chargeback period on your last transaction has passed.

Before we return the money in the cash reserve to you, we'll deduct any amounts used to cover actual chargebacks, refunds, or other fees or amounts you owe.

Terms that apply after your payment acceptance access ends

Certain parts ('provisions') of these terms will continue to apply even after your access to payment acceptance ends. This includes:

- your obligation to pay any fees, chargebacks, or other amounts you owe
- our rights to hold a reserve for any pending transactions or potential chargebacks
- the liability and indemnity provisions
- the law that applies, and which courts can handle disputes

17. Limits to our liability

We're not liable for any acts, omissions, errors, performance failures, or delays caused by:

your conduct, or your failure to comply with applicable laws and regulations, Adyen's terms, Apple's terms, or these terms

the acts, omissions or performance of anyone other than ourselves (including Adyen under Adyen's terms)

any disputes between you and your customers. This includes, but is not limited to, disputes about your refund policies, the goods or services you provided, or transaction reversals

Under these terms, and to the fullest extent permitted by law, we won't be liable for any direct, indirect, special, consequential or punitive damages, or any losses including but not limited to:

- loss of business
- loss of reputation
- loss of opportunity
- loss of profit
- loss of interest
- loss of goodwill
- loss of revenue
- loss of expected savings
- loss arising from fines or penalties

Our total liability to you for any claims arising out of or in connection with these terms will not be more than half of the total transaction fees you paid us in the 12 months before the claim took place. This does not limit our liability for negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited by law.

Your rights relating to Adyen processing transactions incorrectly are set out in Adyen's terms.

We're not responsible for any loss or damage you face if your device is infected by a virus or corrupted file, and it affects your use of the Starling app and payment acceptance in any way.

18. How to get help

If you have any problems or questions about payment acceptance or any transactions processed through it, or you need to tell us about anything related to these terms, you should contact us directly. You can find our contact details in the '[Getting in touch](#)' section of these terms.

You must not contact Adyen or any card schemes directly unless we tell you to. We're your main point of contact, and we'll work with Adyen and other relevant parties to resolve any issues for you.

Our support team is available 24/7 to help with your transaction enquiries, technical issues, and general questions about payment acceptance. We aim to respond quickly and we'll keep you updated throughout.

19. Making a complaint

We handle all complaints about payment acceptance. You can find out how to contact us in the '[Getting in touch](#)' section of these terms, and our full complaints process, including your right to refer a complaint to the Financial Ombudsman Service, is set out in the business account terms.

20. Other important legal information

Transferring rights and duties ('assignment')

You're not allowed to assign or transfer any of your rights under these terms to anyone else.

We may assign or transfer our rights and obligations under these terms at any time without your consent. We may also sub-contract any of our obligations under these terms to another person without your consent.

Financial Services Compensation Scheme (FSCS)

The money in your merchant account is held by Adyen, not Starling. This means it's not protected by the Financial Services Compensation Scheme (FSCS). Once the money is paid into your Starling business account, it is covered by the FSCS.

Events outside of our control

Sometimes, events outside our reasonable control might cause failures, delays or interruptions in us meeting our obligations under these terms. We're not liable to you if this happens. Events may include:

- service disruptions or failures at Adyen, Apple, card schemes or your customer's card-issuing bank
- technology outages, mobile network problems or internet failures
- natural disasters, pandemics or public health emergencies
- major disruption to financial markets or the banking system
- strikes, war or terrorism

If any of these events happen, you may be unable to process new transactions or access payment acceptance, including transaction data, reports and past records maintained, by Adyen.

If the service disruption or failure is caused by Adyen becoming insolvent, any of your unsettled money from processed transactions may be delayed, frozen, lost or subject to Adyen's insolvency proceedings.

To the extent permitted by law, we won't be liable for any losses, damages, costs, or expenses you face as a direct or indirect result of Adyen becoming insolvent. This is unless it was caused by our own negligence or if we deliberately did something wrong ('wilful default').

Laws and courts that apply

These terms are governed by English law. Any legal disputes that may come up between you and us will be governed by English law. If you live in Wales, Scotland or Northern Ireland, you or we can also choose to bring a claim in the courts of the country where you live.

Exercising our rights ('no waiver')

If we fail to exercise any of our rights under these terms, or we delay in exercising them, this won't be considered a waiver or release of that right. This means we can still exercise that right later, unless we expressly agree otherwise in writing.

21. Schedule 1 - Tap to Pay

This schedule sets out the specific terms that apply to Tap to Pay. It must be read together with, and forms part of, these payment acceptance terms.

What is Tap to Pay?

Tap to Pay allows you to accept in-person contactless card payments and e-wallet payments from your customers on your Android or Apple device. You access it through the Starling app. You don't need any extra hardware.

Apple and Android device providers don't process any of your payment transactions. They won't receive, hold, or transfer your money, and they have no control over transactions, reversals, chargebacks, or refunds.

Getting started with Tap to Pay

Your customers can pay for your goods and services by tapping their card or e-wallet on the screen of your device. Your device needs to be connected to the internet to take payments. If you're offline, you won't be able to process any payments.

Tap to Pay on iPhone and Apple's terms

If you use an iOS device, you'll also need to agree to Apple's terms to use Tap to Pay.

Tap to Pay will be made available to you through Apple's Tap to Pay on iPhone platform, which accepts supported payments from your customers using compatible mobile iOS devices.

If Apple stops offering certain features or don't update their software, we may not be able to provide Tap to Pay to you.

Taking payments with a payment link

If a Tap to Pay payment did not go through, you may be able to use a payment link as a backup. You can create a secure link or QR code and share it with your customers to complete the payment.

Your Tap to Pay transaction history

You can check your transaction history in the Tap to Pay section of the Starling app. We recommend you check this regularly to keep track of your transactions, completed sales, pending payouts, refunds and chargebacks. You can also reconcile payments and manage disputes.

Additional reasons we can end your access to Tap to Pay

In addition to the reasons in section '[When we can end your access to payment acceptance](#)', we can also end your access to Tap to Pay immediately, without notice, if:

Apple ask us to end your access to Tap to Pay through Tap to Pay by iPhone

Apple suspend or end your access to Tap to Pay by iPhone

Where we end your access to Tap to Pay for either of these reasons, your access to any other payment acceptance tools you use will not automatically be affected.

22. Schedule 2 - Settle Up for business

Accepting payments with Settle Up for business

Settle Up for business is Starling's payment links tool. It allows you to accept payments by sending your customer a secure link or QR code generated by you.

When your customer scans or opens the payment link, they'll be taken to a secure page to enter their card details and complete the transaction. We don't collect or store any card details during this process. For more information on when Settle Up for business can be used, go to <https://help.starlingbank.com/business/> and search "Settle Up for business"

Payment links use strong customer authentication. This means your customer will need to prove it's really them before the payment can go through. Your customer will need to verify their identity in at least 2 different ways. For example, they might use:

- a fingerprint or face scan, known as biometric verification
- a one-time passcode sent to their phone
- an approval in their own banking apps.
- How to end your access to Settle Up for business

When you deactivate Settle Up for business, this will disable any payment links you have sent to your customers. Your customers will not be able to use those payment links to pay you.

23. Schedule 3 - Starling Fees Schedule*

Fees	Tap to Pay	Settle Up for business
Transaction fees	1.6% on each payment	1.6% on each payment
Chargeback fees	£10	£10

* See Section '[Fees you'll pay](#)' for other fees that are payable, including any fees passed on by card schemes and Adyen.