

Terms and Conditions for use of Paym Mark

Terms of Use

- 1 These conditions apply to your use of the Paym Mark that you download from www.paym.co.uk ("Acceptance Terms"). The Paym Mark means the images made available for download that comprise the word "Paym" and the registered trademark UK00003031944 "Paym".
- 2 Whilst not an exhaustive list, the Paym Mark can be used on any App, website, social media, point of sale, email, business card or any other printed literature related to your business to indicate that the service that you provide can accept payment using Paym.
- 3 Rules of use: The Paym Mark should be legible wherever it is used, to ensure this the minimum size is:
 - Min width for print 10mm
 - Min width for digital 41pxTo protect our Paym Mark and to stop it appearing cramped or cluttered, our defined safe clearance area is no less than 25% of the total height of the Paym Mark in all directions. No other graphic element should encroach this space. These Terms of Use do not grant you any rights to edit, amend or vary in any way whatsoever any element of the Paym Mark that has been made available to you.
- 4 The Paym Mark, including all elements that comprise the design of the Paym Mark and the trade mark "Paym" are trade marks and the intellectual property of Payments Council Limited (or its successors in title) (the "Payments Council").
- 5 You agree that you will not do anything that may damage, dilute or hinder Payment Council's rights in the Paym Mark or in Paym, nor interfere or challenge Payment Council's rights to the Paym Mark, or harm the reputation of Paym or the Payments Council.
- 6 You acknowledge that all of the substantial value and eminent goodwill associated with the Paym Mark, and the exclusive ownership of that Mark rests with Payments Council (or its successors in title). You agree that any and all goodwill generated by use of the Paym Mark will inure to the benefit of Payments Council (or its successor in title).
- 7 Save as set out in these Acceptance Terms, you may not copy, reproduce, transmit or otherwise distribute the Paym Mark without the express prior written consent of the Payments Council. To obtain such consent, please contact enquiries@paym.org.uk.
- 8 You must only use the Paym Mark available from www.paym.co.uk in the format that you download it in and in accordance with these Acceptance Terms.
- 9 The Payments Council reserve the right to terminate the rights granted to you by these Acceptance Terms at its sole discretion and to demand that you cease and desist using the Paym Mark if it considers you to be acting contrary to these Acceptance Terms or any other guidance or conditions relating to the use of the Paym Mark that it may issue to you from time to time.
- 10 By making available to you and granting you the right to use the Paym Mark, Payments Council does not accept any liability to you whatsoever for any payment relating to the service that you provide through the device or the social media platform on which you display the Paym Mark.

- 11 You agree to indemnify Payments Council and keep it indemnified from and against any costs, losses, liabilities, expenses, claims and damages arising from or in connection with your use of the Paym Mark other than in accordance with these Acceptance Terms.
- 12 In no event shall Payments Council be liable to you for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever by your use of the Paym Mark. This shall apply even where such a loss was reasonably foreseeable or where you have made Payments Council aware of the possibility of you incurring such a loss.
- 13 Payments Council reserve the right to modify, vary, withdraw or suspend the download of the Paym Mark and these Acceptance Terms without notice.
- 14 You may only use the Paym Mark to indicate that the service you provide accepts payments by Paym, for so long as you are entitled to do so. You may not use the Paym Mark for any other purpose whatsoever, and upon you ceasing to be entitled to accept payments by Paym, you must immediately cease displaying the Paym Mark or otherwise holding out that the service you provide accepts payments by Paym.
- 15 For the avoidance of doubt, accepting these Acceptance Terms and displaying the Paym Mark shall not operate so as to create a partnership, or joint venture, or agency of any kind between the you and the Payments Council. Nothing contained in Acceptance Terms shall be so construed as to constitute either party to be the agent of the other or that we in any way whatsoever endorse, support or validate the service that you provide. Neither party shall have any authority to make any commitments on the other party's behalf.
- 16 These Acceptance Terms and any dispute or claim arising out of or in connection with it or its subject matter, whether of a contractual or non-contractual nature, shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Acceptance Terms.
- 17 These Acceptance Terms contains the entire agreement between the parties with respect to its subject matter. You agree that you have not entered into these Acceptance Terms in reliance on any statement or representation of any person (whether a party to these Acceptance Terms or not) other than as expressly incorporated in these Acceptance Terms. You irrevocably and unconditionally agree to waive any right or remedy you may have to claim damages and/or to rescind these Acceptance Terms by reason of any misrepresentation (other than a fraudulent misrepresentation) not contained in these Acceptance Terms.
- 18 By clicking on Accept, you confirm that you agree to the terms contained in these Acceptance Terms, that you will comply with the rules of use or any other guidelines or conditions that we may issue from time to time relating to use of the Paym Mark, and that you are duly authorised to download the Paym Mark and display the Paym Mark in the manner contemplated under these Acceptance Terms.