

1 Introduction

1.1 These **additional service conditions** set out the terms and conditions on which we will provide you with the **PSS service**. Together with the **operating manuals, procedure guide** and other parts of your **agreement**, they govern how we provide the **PSS service**. By using this **additional service** or making your first payment of the PSS charges (or both) you agree to be bound by these **additional service conditions**.

2 Agreement and definitions

2.1 These **additional service conditions** add to and form part of your **agreement**. We have already given you the **merchant terms and conditions** and we will give you another copy if you ask for one in writing.

2.2 Any terms in bold in these **additional service conditions** which are not defined in these conditions will have the same meaning as the defined terms set out in the **merchant terms and conditions**.

2.3 The **merchant terms and conditions** will apply to this **additional service** unless they contradict a term or condition in these **additional service conditions**. If this happens, the relevant term or condition in these **additional service conditions** will take priority.

2.4 Any notice or communication sent by you or us in relation to this **additional service** must be sent in line with the **merchant terms and conditions**.

2.5 In these **additional service conditions** some words have particular meanings. These are set out below.

ASV scan means the external vulnerability scanning services carried out by an approved scanning vendor.

Barclaycard merchant means a merchant who we provide payment transaction acquiring services to.

Charges letter means the letter setting out your **charges and fees** for this **additional service**, which forms part of your **agreement**.

Cyber security tools mean the cyber security software or service provided in line with these **additional service conditions**, which may include **ASV scans**, endpoint protection, POS malware protection, web security gateway and the **portal**.

Nominated users means your nominated employees or any other person (or both) we have approved in line with these **additional service conditions**, registered with us to use the **portal** and who we will send email notices about the **portal** to.

PCI DSS ASV Program Guide means the Payment Card Industry Data Security Standard Approved Scanning Vendors Program Guide, as updated and amended from time to time.

PCI DSS means the Payment Card Industry Data Security Standards which apply from time to time or standards which replace those standards.

PSS charges means the **charges and fees** per month (without **VAT**, which will be charged at the standard rate) you have to pay us for the **PSS services** as set out in the **charges letter** or your **agreement** (or both).

PSS start date means the date these **additional service conditions** come into effect. This will be the date you first make a payment of the **PSS charges**; or the date you first use the **PSS services**, whichever is earlier.

PSS services means the services described in condition 3.2.

Portal means www.barclaycarddatasecuritymanager.co.uk or any other location we may tell you about.

Portal conditions means the terms and conditions relating to using the **portal**, as set out at www.barclaycarddatasecuritymanager.co.uk and as may be updated from time to time.

Sysnet means Sysxnet Limited trading as Sysnet Global Solutions, a company incorporated and registered in Ireland under registration number 147146, with their registered office at 1st Floor, Block 71a, The Plaza, Park West Business Park, Dublin 12, Ireland.

User ID means the unique identifier for a **nominated user** which we will tell you about and which, when used with a password, will allow the **nominated user** to access the **portal**.

3 PSS service

3.1 From the **PSS start date**, we will provide the **PSS service** to you in line with these **additional service conditions**.

3.2 The **PSS service** is a subscription service. We will give you:

3.2.1 access to the **portal**;

3.2.2 access to the **cyber security tools**; and

3.2.3 telephone and email support related to:

(a) filling in the PCI self-assessment questionnaire;

(b) you confirming you are keeping to the **PCI DSS**; and

(c) **ASV scans** (if needed under **PCI DSS**). If necessary, this includes a scan and management every 3 months.

3.3 By continuing to use the **PSS services** and by downloading, installing or accessing any **cyber security tools**, you acknowledge that you have read and agree to keep to these **additional service conditions**.

4 Conditions of use

4.1 We grant you a limited, non-exclusive, non-transferable licence (which can be withdrawn) to access and use **PSS services**. This depends on any additional terms and conditions between you and Sysnet and each **cyber security tool** you are subscribed to during the subscription period and is in line with these **additional service conditions**.

4.2 **Sysnet** provide the **PSS services** to you on our behalf. You agree to keep any additional terms and conditions **Sysnet** give you.

4.3 You will not, and will not allow, anyone else to grant any third-party access to or use the **PSS services**, or access or use the **PSS services** other than in line with these additional service conditions.

4.4 By accessing and using the **PSS services** you agree to the following:

4.4.1 You agree and acknowledge that it is your responsibility at all times to back up any data, software, information or other files stored on any device.

4.4.2 You confirm that the **PSS services** may include recommendations related to: installing, configuring or updating software; operating system updates or configuration; amendments to a device, router, firewall or security settings or configuration; changing or resetting a password reset, or removing, amending or altering data stored on your device. You are responsible for correctly following any information or recommendations provided.

4.4.3 You acknowledge that the information and any guidance supplied does not form legal or professional advice from us to you.

4.4.4 You confirm that we may remove and install software, change device settings and otherwise configure your devices.

4.4.5 You acknowledge and agree that we may run security scans against your devices.

4.4.6 You acknowledge and agree that you rely on the information and any guidance supplied entirely at your own risk.

4.4.7 You authorise us to download and install on your devices software programs that allow us to access and control your devices remotely.

4.4.8 You acknowledge and agree that we will not be liable under any circumstances

for any damage, loss, alteration or corruption of any data, information, software, files or any device resulting from using the **cyber security tools**.

4.5 Each time you use the **cyber security tool** (if this applies) you authorise us or our provider to perform the **ASV scanning** on the IP addresses you provide for the scanning. You will keep to the requirements set out in the **PCI DSS ASV Program Guide**. You acknowledge and confirm that:

4.5.1 it is your responsibility to identify the IP addresses and fully qualified domain names which will be scanned;

4.5.2 you have separated any IP addresses not included in scan scope from the list of included IP addresses;

4.5.3 the scope of IP addresses to be tested is accurate and correct to meet PCI DSS requirements and is made up of all externally facing IP addresses that could affect the security of your cardholder data environment;

4.5.4 if you need confirmation of the scope you have told us before the start of any **ASV scanning**;

4.5.5 you have co-ordinated with received any necessary permission from your internet service provider or hosting provider to allow ASV scans to run, if this applies;

4.5.6 you will make sure that our scanner IP addresses are white-listed through any active protection systems throughout any test to avoid any interference with the scan;

4.5.7 your domain and IP addresses will grant access to the IPs we have provided;

4.5.8 you have told us about any load balancers being used;

4.5.9 you have made any temporary configuration changes to your network devices as may be needed to provide a scan that accurately assesses your external security and will reapply your previous configuration as soon as the scan is complete;

4.5.10 you have told us about legacy systems or unreliable operations that might not respond well to testing;

4.5.11 you have created a full back-up of all systems to be tested; and

4.5.12 you agree to review the scan reports and correct any vulnerabilities identified in any reports.

5 PSS charges

5.1 You must pay the **PSS charges** (plus any **VAT** that may apply) set out in the **charges letter** and/or **merchant application form** (or both)

together with the other charges due under your **agreement**. If you fail to keep to the **PCI DSS**, you must pay any charges we will tell you about. We will charge the PSS charges and any non-compliance charges will be applied to each merchant outlet.

5.2 You confirm you have read and understood the **charges letter** (if this applies) and agree to the **charges and fees** relating to this **additional service**.

6 The PSS portal

6.1 By accessing the portal, you agree to keep to the portal conditions.

7 Limitations on our liability

7.1 The exclusions and limitations on our liability set out in the **merchant terms and conditions** also apply to exclude and limit our liability in relation to this **additional service**.

7.2 As well as the limitations and exclusions on our liability set out in the **merchant terms and conditions** and elsewhere in these **additional service conditions**, the following apply.

7.2.1 We make no warranty or representation as to the results that may be provided from accessing or using the **PSS service** or about the accuracy or reliability of any information received through the **PSS service** or about the suitability of the information or recommendations provided. All the information or recommendations are provided “as is”, “as provided” and “as available”.

7.2.2 Any recommendation or information (whether spoken or written) we give you through or in connection with the **PSS service** will not create any warranty. We and our suppliers and providers disclaim all warranties, representations, conditions and other terms of any kind. We and they also disclaim any liability that may arise in relation to the **PSS service** or as a result of unused or incorrectly used recommendations we or our suppliers and providers have provided or improper installation or removal of software or amendment or deletion of data.

7.2.3 Neither we nor our suppliers and providers will have any liability for any damage caused by the putting in place (or arising from any mistakes or missing information) a recommendation or script provided in connection with the **PSS service** or any actions you have taken as a result of our recommendation.

7.2.4 **You agree that in we or our suppliers and providers will not be liable for any special, indirect or consequential**

damages, or any damages (whether direct or indirect) resulting from: loss of use, sales, data, business, revenue, anticipated savings, business opportunities, goodwill, reputation or profits; “loss of privacy”, “loss of use of any device or software, costs of buying substitute or replacement goods or services”, business interruption, corruption, erasure, destruction, alteration or accidental release of data, information, programs, software, configuration settings or functionality, whether this is a result of a negligence or other action to cause harm; arising out of or in connection with the **PSS service**.

7.2.5 You acknowledge and agree that any material, update, patch or data downloaded, installed, amended, deleted or otherwise used in connection with the **PSS service** is at your risk. You will be solely responsible for:

(a) the results you receive from using the **PSS service**;

(b) any conclusions drawn from using the service; and

(c) any damage to your devices or any loss of data that results from downloading, installing or using the service.

7.3 You confirm that all information you have provided or provided on your behalf to us or our suppliers and providers in connection with the **PSS service** is true, accurate and complete. You agree that you will at all times be checking that you are keeping to **PCI DSS** and that we and our suppliers and providers merely help with this process. You acknowledge that we and our suppliers and providers rely upon information you have provided to provide the **PSS service** and so you agree that neither we nor our suppliers and providers will be liable to you in any way if the liability arises from any information being inaccurate or your failure to provide information we or our suppliers or providers reasonably ask for in relation to the **PSS service**.

7.4 The indemnities you give us in the **merchant terms and conditions** and under these **additional service conditions** will cover all losses we suffer which may arise as a result of any act or failure to act on your part or on your behalf (including, without limitation, by any **nominated user**) in relation to this **PSS service**.

7.5 Any claim you want to make against us in relation to this **PSS service** is limited in the same way as set out in the **merchant terms and conditions**.

8 Changing these additional service conditions

8.1 We may change all or any part of these **additional service conditions** in line with the **merchant terms and conditions**.

9 Suspending or ending this additional service

9.1 We may suspend or end all or any part of this **additional service** at any time in line with the **merchant terms and conditions**. You may end this additional service at any time in line with the **merchant terms and conditions**.

9.2 As well as our rights to suspend or end this **additional service** set out in the **merchant terms and conditions**, we have the right to suspend or end all or any part of this **additional service** at any time, with immediate effect and without telling you first, if:

9.2.1 you fail to keep to, or we reasonably suspect that that you have failed to keep to, these **additional service conditions** or **PSS conditions**;

9.2.2 we suspect that you or any **nominated users** are using the **portal** (or their contents) inappropriately;

9.2.3 any other extraordinary circumstances arise which affect our ability to provide the **PSS services**.

9.3 If the **services** under the **merchant terms and conditions** are suspended or ended, this **additional service** will also be suspended or ended (whichever applies), unless we agree otherwise with you in writing. If this **additional service** is suspended or ended, the rest of your **agreement** will stay in force. If this **additional service** is partly ended or suspended, the rest of this **additional service** will stay in force.

9.4 If you end this **additional service**, you:

9.4.1 will put in place other security controls so you can continue to keep with the **PCI DSS**;

9.4.2 will register that you are keeping to the PCI DSS with the **portal** or any other industry-accepted compliance recording portal; and

9.4.3 acknowledge that if you fail to provide evidence to our satisfaction, we may charge you.

9.5 When this additional service ends, it will not affect:

9.5.1 our or your rights or responsibilities which have arisen before it ends; or

9.5.2 the coming into force or continuation in force of any condition in these **additional service conditions**, which is (whether expressly or not) intended to

come into force or continue in force on or after this additional service ends.

10 Law

These **additional service conditions** are governed by the laws of England and Wales. You and we agree that any disputes relating to these **additional service conditions** will be dealt with by the courts of England and Wales, unless we decide to bring proceedings in any other court able to hear the dispute in any other state or country, whether at the same time or not.

11 Complaint procedures

We want to hear from you if you feel unhappy about the service you have received from us. Letting us know your concerns gives us the opportunity to put matters right for you and improve service to all our customers. You can complain in person by visiting our Barclaycard head office in Northampton, in writing, by email or by phone. You can get details of our procedures for handling complaints from our Customer Services Department by contacting them on 0800 161 5350 or at barclaycard.co.uk/payment-acceptance.



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This information is available in large print, Braille and audio, by calling 0800 161 5350.*

*Calls to 0800 numbers are free from UK landlines. Mobile charges may vary. Charges will apply to calls from outside the UK. Calls may be monitored or recorded in order to maintain high levels of security and quality of service.

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» **Proactive Security Service**
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