MEMBERSHIP AGREEMENT

Membership Terms

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Words or phrases that start with capital letters are defined in the glossary at the end of these Membership Terms. Where these Membership Terms refer to other documents, these are the documents listed in Annex 1 (*Membership Agreement Documents*) unless stated otherwise.

1. Introduction

1.1 **Documents that Govern LINX Membership.** Membership of LINX is governed by the LINX Membership Agreement and the LINX Memorandum and Articles of Association. The LINX Memorandum and Articles of Association are separate documents that are available via the LINX website.

1.2 **Documents in the Membership Agreement.** The LINX Membership Agreement is made up of these Membership Terms and the documents listed in Annex 1 (*Membership Agreement Documents*).

1.3 **Your Membership Agreement.** To become a member of LINX, you must confirm that you accept all the terms of the LINX Membership Agreement. This may be done either by providing written confirmation of your acceptance to LINX, or by accepting the terms via any electronic means provided by LINX for this purpose. This will create a binding agreement between you and LINX that is described in these Membership Terms as 'your Membership Agreement'.

1.4 **Use of LINX Services.** You must be a member of LINX to use LINX services. To do so, you must order these separately by agreeing a Service Order with LINX for each new service. This process is described in more detail in clause 13 (*Ordering LINX Services*).

1.5 **LINX Members Joining though Channel Partners.** LINX runs a reseller programme through which members can join and order services via an approved Channel Partner. If you procure membership or services via a Channel Partner, additional Terms for LINX Members Joining through Channel Partners will apply. If so, these will form part of your Membership Agreement and each Service Order where applicable.

2. Eligibility for LINX Membership

2.1 **Permitted Types of Member.** To be a member of LINX you must be a recognised legal entity or incorporated association with legal personality.

2.2 **Prohibited Types of Member.** The following categories of persons are not eligible for LINX membership:

2.2.1 individuals or natural persons;

2.2.2 unincorporated associations; and

2.2.3 legal sovereigns or entities with sovereign immunity or state immunity.

2.3 **Use of Qualifying Services.** To remain a member of LINX you must use at least one Qualifying Service, as described in the Qualifying Services Policy document. To meet this requirement, you must make operational use of a Qualifying Service within three months of becoming a member and then continue to use at least one Qualifying Service throughout your membership. If you do not achieve operational use within three months, or subsequently you do not use any Qualifying Services for more than 21 consecutive days during your membership, this will be a material breach of your Membership Agreement

unless caused by LINX's breach of your Membership Agreement, clause 18.3 (*Liability for Force Majeure*) applies, or a Legal Requirement has prevented you from complying.

3. How to Become a Member

3.1 **LINX Approves or Rejects Applications.** Once you apply to join LINX, LINX will review your application and may decide to approve or reject it at its discretion.

3.2 **Notification of Outcome.** LINX will notify you of the outcome of your membership application and may announce it to the LINX membership. If your application is approved LINX will send you an invoice for any upfront fees that you need to pay.

3.3 **Steps to Complete Registration.** If your membership application is approved, to complete your registration you must:

3.3.1 confirm that you accept the terms of the LINX Membership Agreement as described in clause 1.3 (Your Membership Agreement) above;

3.3.2 pay any upfront fees that LINX requires you to pay; and

3.3.3 provide LINX with all information it requires to set up your membership.

3.4 **Deadline for Completing Registration.** You must fulfil all the steps required to complete your registration within three months of LINX notifying you that your application has been approved. If you don't, your application will lapse and you will need to restart the application process.

3.5 **Register of Members.** Once you have completed all the steps required to become a member, LINX will add you to the register of members.

3.6 **Use of Services Required to Vote.** You will not be allowed to vote at General Meetings until you have started making operational use of at least one Qualifying Service (see clause 2.3 (Use of Qualifying Services)).

3.7 **Applying via a Channel Partner.** If you apply to become a member via a Channel Partner, your Channel Partner will need to complete the application process on your behalf and communicate the results of the application to you.

4. Associate Membership

4.1 **Associate Members.** LINX may invite applicants to become Associate Members instead of full members.

4.2 **Status of Associate Members.** Associate Members may attend General Meetings but are not eligible to vote at them.

4.3 **Additional Terms for Associate Members.** Associate Members may be subject to additional membership terms and eligibility criteria, as defined by LINX from time-to-time in accordance with the LINX Memorandum and Articles of Association. Unless otherwise stated in the additional terms for Associate Members, these Membership Terms apply in full to all Associate Members.

5. Duration of your Membership

5.1 Membership Continues Indefinitely. Your membership will continue indefinitely unless and until you cancel it, or your membership is terminated for any of the reasons set out in these Membership Terms.

6. Member Responsibilities

6.1 **Comply with the Memorandum and Articles.** You must comply with the LINX Memorandum and Articles of Association.

6.2 **Don't Represent Yourself as LINX.** You must not hold yourself out as being entitled to represent LINX or enter into any commitments on its behalf.

6.3 **Don't Harm the Network.** Your use of LINX and its services must not cause harm to the LINX network or other LINX members. In this context, harmful use means that which, in the reasonable opinion of the LINX Board, adversely affects other LINX members or the exchange or causes undesirable load or traffic patterns (or has a similar effect in light of any technical requirements applicable to use of LINX's services).

6.4 **Don't Damage LINX's Reputation.** You must not bring LINX into disrepute or make defamatory statements about LINX.

6.5 **Don't Refer Your Customers to LINX.** You must not ask your end customers (or their representatives) to contact LINX directly, or suggest that they do, unless LINX staff have specifically asked you to do so in writing, or it is a sales referral.

7. Managing Your Membership

7.1 **Appointing an Account Administrator.** You must appoint at least one named individual to act as your Account Administrator. You must maintain their details in the LINX Member Portal. Each Account Administrator will be deemed to have full authority to act on your behalf.

7.2 **Changing Your Account Administrator.** You may change your Account Administrator from time-to-time by updating the relevant account details on the LINX Member Portal.

7.3 **Additional User Accounts.** Your Account Administrator may create and manage additional user accounts for other named individuals on the LINX Member Portal. Each of these individuals will be treated as an Authorised User who is entitled to act on your behalf to carry out the actions assigned to them by your Account Administrator within the LINX Member Portal.

7.4 **Requests to Change Authorised Representatives.** LINX may ask that you replace or remove an Account Administrator or Authorised Users by sending you a request in writing. If so, you

must promptly appoint an alternative and provide LINX with their contact details via the LINX Member Portal.

7.5 **Security of LINX Member Portal Accounts.** Each user account must only be used by the relevant named user except where explicitly authorised by LINX.

7.5.1 You are responsible for ensuring that all access credentials and passwords for your user accounts are kept confidential and secure.

7.5.2 All actions performed via a user account will be deemed to have been carried out by the relevant person to whom the account is assigned.

8. Communication with Members

8.1 **Maintaining Your Contact Details.** You must make sure that the contact details you provide to LINX are correct and are kept up-to-date at all times. This includes providing:

8.1.1 details of how to contact your operations staff 24 hours a day, every day for use by LINX and other members;

8.1.2 an email address for each of your Account Administrators and Authorised Users.

8.2 **Communication by Members.** You should use email or the LINX Member Portal as the primary methods for general communication with LINX and other LINX members.

8.3 **Member Announcements by LINX.** If LINX wishes to communicate to the whole membership or a group of members, it will do so by one of the following methods:

8.3.1 by email;

8.3.2 by direct message to your Account Administrator (via their LINX Member Portal account); or

8.3.3 by displaying a prominent message in the LINX Member Portal.

This does not preclude LINX from using other means of communications or announcements for other purposes.

8.4 **Delivery of Member Announcements.** You will be deemed to have received member announcements as follows: (a) for messages sent by email or direct message, when the message is sent (provided no 'failed delivery' message is received by the sender); (b) for messages displayed via the LINX Member Portal, when one of your Account Administrators or

Authorised Users clicks to acknowledge the message, or to close it, once the message has been displayed to them.

8.5 **Mandatory Mailing Lists.** You must make sure that at least one member of your staff is subscribed to the following mailing lists:

8.5.1 Changes to LINX Terms mailing list, for notifying authorised representatives of any changes to the Membership Agreement or the Service Terms.

8.5.2 Administrative Announcements mailing list, for announcements about the administration and corporate matters of LINX.

8.5.3 Other operational mailing lists, which are required for specific LINX services or other operational matters, as notified to members via the LINX Member Portal from time-to-time.

You can find more detail about these mailing lists, including how to subscribe and which are required in what circumstances, on the LINX Member Portal. LINX, and all other LINX members, are entitled to assume and act as if you have read and suitably dealt with messages sent to these mailing lists.

8.6 **Language of Communication.** Communications with LINX and the LINX membership must be made in English. You must maintain at least one member of operations personnel who is be able to speak and understand spoken and written English, or have immediate access to in-house or outsourced personnel who are able to speak and understand spoken and written English to translate and communicate for them.

8.7 **Formal Notices.** Formal notices may be sent by either post or email, but to be valid they must be sent to the relevant contact details in the table below. A formal notice means a suspension notice, a termination notice, notice of a material breach, notice of a claim or any other communication that specifically requires a formal notice, as set out in your Membership Agreement or a Service Order.

Messages for	Sent for the attention of	Email Address	Postal Address
LINX	N/A	notices@linx.net	LINX's registered office
A Member	**Either:** one of its Account Administrators; or a director on its board of directors by post only).	**Either:** the latest email address given to LINX for its current Account Administrator; or to the email address of an Authorised User that the Account Administrator has elected to receive notices using a feature on the LINX Member Portal specifically provided for this purpose.	**One of:** the address given in the Membership Agreement; or the member's registered office; or any other address that the member has notified to LINX in writing for sending notices.

8.8 **Timing of Notices.** Formal notices will be deemed to have been delivered as follows: (a) if sent by email, the start of the next Business Day after sending (provided no 'failed delivery' message is received by the sender); (b) if sent by first class post within the same country, two Business Days after posting; and (c) if delivered by international recorded delivery post or courier, five Business Days after posting. If a notice is delivered after 5pm it will be deemed to have been given on the following Business Day.

9. Cancelling Your Membership

9.1 **Cancelling Your Membership (Direct Members Only).** You may cancel your LINX membership by sending a written cancellation notice to LINX at any time, or by any other means provided by LINX for this purpose.

9.2 **Cancelling Your Membership (via a Channel Partner).** If you are a member via a Channel Partner, see the Terms for LINX Members Joining through Channel Partners for how to cancel your membership.

9.3 **Timing of Cancellation.** If LINX receives a notice to cancel your membership, then:

9.3.1 by default, your Membership Agreement will continue until all your current Service Orders have ended (excluding any automatic renewals, which will be stopped by your cancellation notice);

9.3.2 if you wish to end your membership sooner, you may specify an earlier cancellation date in your cancellation notice and your Member Agreement will end on that date, but you must still give at least 30 days' notice to cancel.

9.4 **Fees Payable if you Cancel Early.** If you cancel your membership before your Service Orders were due to expire, you must pay for all service fees that would otherwise have been payable under those Service Orders up to their agreed expiry date (excluding any automatic renewals, which will be stopped by your cancellation notice). These fees will not be payable where you terminate your Membership Agreement or Service Orders for the reasons given in clause 18.2 (*Grounds for Termination by Members*), or where you terminate your Service Orders under clause 18.3 (*Prolonged Force Majeure*) or clause 28.5 (*Member's Right to Terminate for Adverse Changes*).

9.5 **Loss of Voting Rights.** If you give notice to cancel your membership, you will no longer be entitled to vote at General Meetings from the date on which you served the notice.

10. Suspension of Your Membership

Important Note (Suspension and Termination): If your membership is suspended, this could lead to the automatic termination of your membership as described in clause 11.1 (*Suspension Leading to Termination*).

10.1 **Suspension of Membership.** LINX may suspend your membership for any of the reasons given in clause 18.1 (*Grounds for Suspension or Termination by LINX*).

10.2 **Announcing Your Suspension.** If LINX suspends your membership, it will send you a suspension notice and announce your suspension to the membership. LINX will give you as much notice as LINX considers to be practical in the circumstances before the suspension takes effect.

10.3 **Consequences of Suspension.** If your membership is suspended, then:

10.3.1 LINX will immediately disconnect your access to LINX services on a temporary basis until you remedy the cause of the suspension (if it is capable of being remedied);

10.3.2 you will not be entitled to a refund of any fees you paid before the suspension; and

10.3.3 your suspension could lead to the termination of your membership as set out in clause 11.1 (*Suspension Leading to Termination*).

10.4 **During Your Suspension.** Whilst your membership is suspended, you:

10.4.1 may attend General Meetings, but you may only speak in connection with a motion to terminate your membership;

10.4.2 will not be entitled to vote at General Meetings or exercise any other membership rights;

10.4.3 must continue to pay any fees for the period of suspension;

10.4.4 must not describe yourself as a member of LINX unless you include the words "membership suspended for breach of the rules" clearly as part of the description; and

10.4.5 must continue to comply with your obligations in your Membership Agreement and all Service Orders that are not affected by your suspension.

10.5 **Lifting Your Suspension.** LINX may, at its discretion, lift suspension of your membership at any time. If so, it will notify you in writing and announce to the membership that your suspension has been lifted.

10.6 **List of Suspended Members.** LINX will maintain a list of suspended members, which will be included in each notice of a General Meeting.

11. Termination of Your Membership

11.1 **Suspension Leading to Termination.** If your membership is suspended, then this may lead to your Membership Agreement being terminated in accordance with the following process:

11.1.1 at each General Meeting that takes place whilst you are suspended, either the LINX Board or three non-suspended LINX members may call for a vote (by Ordinary Resolution) on whether to terminate your membership;

11.1.2 if such a vote is *not* called, then your membership will automatically terminate at the end of the relevant meeting;

11.1.3 if such a vote *is* called and:

a. an Ordinary Resolution is passed in favour of termination, then your membership will terminate at the end of the General Meeting;

b. an Ordinary Resolution does not pass in favour of termination, then your membership will not be terminated and your suspension will be lifted at the end of the General Meeting (unless a separate Ordinary Resolution is passed to continue your suspension).

11.2 **Termination Required by Law.** LINX may terminate your Membership Agreement immediately if it is required to do so by a Legal Requirement or if clause 18.1.4 (*Operation of Law*) applies. To do so, LINX will send you a formal termination notice that explains the reason for termination and confirms the date of termination.

11.3 **Termination for LINX's Material Breach.** You may terminate your Membership Agreement immediately for the reasons given in clause 18.2 (*Grounds for Termination by Members*).

12. When Your Membership Ends

12.1 **Service Orders Will End If Membership Ends.** When your Membership Agreement ends for any reason, all your Service Orders will also terminate automatically and without notice.

12.2 **Reconciliation of Fees.** When your Membership Agreement ends LINX will, if applicable:

12.2.1 refund any fees that you have paid in advance and are refundable; and

12.2.2 send you a final invoice for:

a. any outstanding membership fees due for the period of your membership; and

b. any service fees due under your current Service Orders or in accordance with clause 9.4 (*Fees Payable if you Cancel Early*).

This clause does not apply if your membership is managed via a Channel Partner, in which case any reconciliation of fees will be handled via your Channel Partner.

13. Ordering LINX Services

13.1 **Provision of Services.** LINX offers various services to its members. LINX may introduce new services or change the services it offers from time-to-time without a vote at the General Meeting.

13.2 **Process of Ordering Services.** Each time that you wish to order services from LINX, you must provide LINX with a written Service Order in a format reasonably determined by LINX from time-to-time, containing details of the services you need.

13.3 **When Service Orders Become Binding.** Each Service Order that you have submitted to LINX will become binding when one of the following happens (whichever happens first):

13.3.1 LINX signs the Service Order;

13.3.2 LINX confirm its acceptance of the Service Order in writing (which may include confirmation by email or a notification via the LINX Member Portal); or

13.3.3 LINX starts providing the relevant services.

13.4 **LINX Not Obliged to Accept Orders.** For clarity, LINX is not obliged to accept new Service Orders from members and may choose not to provide services to any member at its discretion.

13.5 **LINX Service Terms.** Each LINX service has its own set of Service Terms. The relevant Service Terms will apply to each Service Order for the applicable services.

13.6 **Additional Service Provider-Specific Terms.** Some LINX services are provided by or otherwise dependent upon third-party service providers. Additional Service Provider-Specific Terms may apply to those services. If so, the relevant Service Provider-Specific Terms will form part of and referenced in each Service Order for those services.

13.7 **Additional Country-Specific Terms.** Some LINX services are provided from, or relate to, countries outside of the United Kingdom. Where this is the case, additional Country-Specific Terms may apply to those services. If so, the relevant Country-Specific Terms will form part of and be referenced in each Service Order for those services.

13.8 **Service Orders Create Separate Contracts.** Each Service Order will create a new and separate contract between you and LINX. Each Service Order will incorporate these Membership Terms, the relevant Service Terms, any applicable Service Provider-Specific Terms or Country-Specific Terms, and any additional contract terms listed in the Service Order. No other contract terms will apply to Service Orders.

13.9 **Order of Precedence.** If there is a conflict between the terms that apply to a Service Order, the documents (as applicable) will take precedence in the following order of precedence:

13.9.1 the Membership Agreement; then

13.9.2 any Service Provider-Specific Terms or Country-Specific Terms; then

13.9.3 the relevant Service Terms; then

13.9.4 any additional contract terms listed in the Service Order.

13.10 **Your Affiliates' Use of Services.** Subject to the relevant Service Terms, any applicable Service Provider-Specific Terms or Country-Specific Terms, and any additional contract terms listed in the Service Order, LINX services may be used for the benefit of the member's Affiliates. This is without prejudice to clause 32.8 (*Third Party Rights*).

13.11 **Ordering Services via a Channel Partner.** If you order services via a Channel Partner, your Channel Partner will complete the ordering process and enter into Service Orders on your behalf.

14. Service Standards

14.1 **Standard of Performance.** LINX will provide all LINX services in accordance with:

14.1.1 these Membership Terms;

14.1.2 the terms of the relevant Service Order (including the applicable Service Terms);

14.1.3 Good Industry Practice; and

14.1.4 all Legal Requirements.

14.2 **Service Warranties.** Each LINX service will be provided with the benefit of the warranties set out in the relevant Service Terms.

14.3 **Technical Support.** Each LINX service will be provided with the benefit of technical support set out in the relevant Service Terms.

14.4 **LINX Personnel.** LINX confirms that it performs criminal background checks on all its Personnel who are involved in providing LINX services before they are engaged to do so.

14.5 **Ownership of Services and Equipment**. Unless these Membership Terms or a Service Order states otherwise, LINX and its licensors shall retain all ownership, title and risk in and to all

LINX equipment, tangible property and Intellectual Property comprising, incorporated in or used in connection with the build, operation and maintenance of all LINX services. Neither these Membership Terms nor any Service Order transfers any property to you, results in the creation of Intellectual Property for you by LINX on the basis of "work for hire" or otherwise, or creates a relationship of landlord and tenant between you and LINX.

15. Suspension of Services

15.1 **Rights to Suspend Services.** LINX may suspend your access to LINX services in the following circumstances:

15.1.1 if your LINX membership has been suspended;

15.1.2 for any of the reasons given in clause 18.1 (*Grounds for Suspension or Termination by LINX*), in which case, the choice to suspend will not waive or limit LINX's option to terminate later for the same reasons that led to the suspension; or

15.1.3 in accordance with any additional suspension rights set out the relevant Service Order (including the applicable Service Terms).

15.2 **Notice of Suspension of Services.** If LINX suspends your access to LINX services, it will send you a suspension notice that explains the reasons for suspension. LINX will give you as much notice as LINX considers to be practical in the circumstances before the suspension takes effect. In some cases, LINX may announce the suspension of your access to LINX services to the membership.

15.3 **Lifting your Suspension.** LINX may, at its discretion, lift your suspension of services at any time. If so, it will notify you in writing that your suspension has been lifted and (where it notified the membership of the suspension) announce to the membership that your suspension has been lifted.

16. Ending Services

16.1 **Termination of Service Orders by You.** You may terminate a Service Order in the following circumstances:

16.1.1 for the reasons given in clause 18.2 (*Grounds for Termination by Members*);

16.1.2 if clause 18.3 (*Prolonged Force Majeure*) applies;

16.1.3 if clause 28.828.5 (*Member's Right to Terminate for Adverse Changes*) applies;

16.1.4 if you are required to do so by a Legal Requirement; or

16.1.5 in accordance with any additional termination rights set out in the Service Order (including the relevant Service Terms).

16.2 **Termination of Service Orders by LINX.** LINX may terminate a Service Order:

16.2.1 for any of the reasons given in clause 18.1 (*Grounds for Suspension or Termination by LINX*); or

16.2.2 if clause 18.3 (*Prolonged Force Majeure*) applies; or

16.2.3 in accordance with any additional termination rights set out in the Service Order (including the relevant Service Terms).

16.3 **Option to Terminate other Service Orders.** If LINX has the right to terminate one of your Service Orders, it may also terminate your other Service Orders at the same time. However, this does not apply where LINX terminates the first order for convenience only and not for any other reason.

16.4 **Process for Terminating Service Orders.** If a party wishes to exercise its rights to terminate a Service Order, it must send a written termination notice to the other party. The notice must explain the reason for terminating and confirm the date of termination.

17. When a Services Order Ends

17.1 **Relationship between Service Orders.** If one of your Service Orders ends, this will not automatically terminate any other Service Orders or your Membership Agreement.

17.2 **Member Responsibilities on Exit.** When a Service Orders ends, you must comply with your obligations in the Service Order that relate to ending the service (including those in the relevant Service Terms).

17.3 **Reconciliation of Service Fees.** When a Service Orders ends LINX will, if applicable:

17.3.1 refund any service fees that you have paid in advance and are refundable; and

17.3.2 send you a final invoice for any outstanding service fees due under the terms of the Service Order.

This clause does not apply if you purchase services via a Channel Partner, in which case any reconciliation of fees will be handled via your Channel Partner.

18. Grounds for Suspension or Termination

18.1 **Grounds for Suspension or Termination by LINX.** If any of the following occur, LINX may have grounds to suspend or terminate your Membership Agreement or a Service Order, as set out in these Membership Terms:

18.1.1 **Non-Payment.** If you do not pay any undisputed fees within 30 days of the relevant due date and then you still have not paid within a further 30 days of receiving a written reminder from LINX to pay.

18.1.2 **Your Material Breach.** If you commit a material breach of your Membership Agreement or a Service Order (as applicable) that cannot be remedied or, if it can be remedied, has not been remedied within 30 days of receiving notice of the breach from LINX. A material breach may include repeated breaches that together equate to a material breach, including, without limitation, persistent failure to pay invoices by the due date.

18.1.3 **Insolvency.** If you suffer an Insolvency Event.

18.1.4 **Operation of Law.** If the LINX Board reasonably considers that your membership of LINX or LINX's provision of services to you or your Affiliates:

a. causes, or may cause, LINX to be in breach of any Legal Requirement; or

b. is no longer in the best interests of LINX and/or its Affiliates by reason of unacceptable legal or regulatory risk to LINX and/or its Affiliates in the UK or any other country.

18.1.5 **Abusive Behaviour.** If in the reasonable opinion of the LINX Board:

a. at least two members of your staff have shown a pattern of repeated abuse or harassment towards either (i) LINX staff or (ii) staff of one or more other LINX members in connection with your use of LINX services or the use of LINX services by another member; and

b. your organisation or one or more members of its senior management are corporately complicit in or have failed to take appropriate action to put a stop to the staff behaviour referred to in clause 18.1.5a.

18.2 **Grounds for Termination by Members.** If LINX commits a material breach of your Membership Agreement or a Service Order (as applicable) that cannot be remedied or, if it can be remedied, has not been remedied within 30 days of receiving notice of the breach from you, then you may have grounds to terminate the relevant agreement, as set out in these Membership Terms.

18.3 **Prolonged Force Majeure.** If a Force Majeure Event has a material adverse effect on either party's performance of its obligations under a Service Order for more than 90 continuous days, then you or LINX may terminate the affected Service Order.

19. Fees and Payment

Guidance Note (Payment via Channel Partners): This section does not apply to those who are members via a Channel Partner. See Terms for LINX Members Joining Through Channel Partners for provisions that supersede this clause. For those members, all fees will be agreed with, and paid via, their Channel Partner.

19.1 **Membership Fees**. You must pay your membership fees as set out in the Fee Schedule.

19.2 **Service Fees.** You must pay the fees for each LINX service as set out in the relevant Service Order.

19.3 **Payment Period.** You must pay all LINX invoices within 30 days of the date of the invoice unless an alternative payment period is agreed by LINX in writing.

19.4 **Payment Model**. You may agree with LINX to pay fees in advance or in arrears. If LINX agrees to accept payment in arrears, this will be subject to you continuing to comply with the LINX Payment Policy and your timely payment of invoices. LINX may require that you pay fees in advance if it thinks there is a reasonable risk of you failing to do so.

19.5 **Method of Payment.** LINX will accept payment via the methods listed in the LINX Payment Policy (subject to you complying with any conditions that may apply to particular methods of payment, as specified in that policy).

19.6 **Failed or Incomplete Payments.** If a payment fails and, as a result, LINX is charged additional fees by its bank or a payment processor, then LINX may charge you for those additional costs. If so, LINX will provide you with reasonable evidence of the costs at your request.

19.7 **Currency for Invoices.** Invoices will normally be issued in the currency that matches the price agreed for the service ordered. By exception, LINX may agree to accept alternative currencies in accordance with the LINX Payment Policy.

19.8 **Disputed Fees.** If you dispute an invoice in good faith, you must give your reasons to LINX in writing (which may be sent by email). You may withhold payment of the disputed amount, but you must pay any undisputed fees. If the dispute relates to part of an invoice, LINX will either cancel the original invoice or issue a credit note and then issue a new invoice for the undisputed amount. If LINX disputes that you are entitled to withhold a payment, LINX may refer the matter to be resolved in accordance with the dispute resolution procedure described in these Membership Terms.

19.9 **Interest on Late Payments.** If you do not pay any fees by the relevant due date, LINX may charge interest on the overdue amount at a rate of 4% per annum above the Bank of England base rate (as published on the date of the original invoice). The interest will accrue on a daily basis from the original due date until LINX receives payment in full.

19.10 **Events that Trigger Immediate Payment.** If any of the following events happens, all fees and other amounts that you owe up to that point will become payable immediately on demand (including all membership fees and service fees):

19.10.1 if you suffer an Insolvency Event; or

19.10.2 if any of your LINX services are suspended or terminated because you have breached the terms of your Membership Agreement or the relevant Service Order.

19.11 **Value of Funds Received.** You must ensure that LINX receives the full amount of each invoice after any deductions, taxes, charges or other withholdings required by a Legal Requirement, or that may be charged by your bank or payment processor ("**Withholdings**"). If necessary, you will be responsible for paying any Withholdings over and above the full invoice amount so that LINX receives the full value of each invoice.

19.12 **VAT.** The fees do not include VAT. If VAT is payable, you must pay it on receipt of a valid tax invoice from LINX.

20. Publicity

20.1 **Press Releases that mention LINX.** You must not publish any press releases concerning your membership of LINX or in connection with your use of its Services unless the content has been approved by LINX in writing following the process set out in the LINX Corporate Identity Guidelines.

20.2 **Press Releases that mention Members.** LINX will not publish any press releases concerning your membership of LINX or in connection with your use of its services unless the content has been approved by you in writing.

20.3 **LINX Name and Trade Marks.** You may only use the LINX name and trade marks in accordance with the LINX Corporate Identity Guidelines.

21. Protecting Confidential Information

21.1 **Confidentiality Obligations.** You and LINX have a duty of confidentiality to each other, and to other LINX members and Associate Members, in connection with LINX affairs. Accordingly, you must:

21.1.1 not share Confidential Information with third parties unless these Membership Terms allow it to be shared or you have the written consent of the party to which it relates;

21.1.2 protect Confidential Information in accordance with Good Industry Practice;

21.1.3 only use Confidential Information for the purposes for which it was disclosed; and

21.1.4 ensure that, where Confidential Information is shared, anyone that receives the information is bound by confidentiality obligations that are equivalent to those in these Membership Terms.

21.2 **Sharing with Permitted Representatives.** Both you and LINX may share Confidential Information with their Personnel or professional advisers (including those of their Affiliates) who need to know it to exercise their rights or perform their obligations in your Membership Agreement and Service Orders.

21.3 **Sharing Required by Law**. Both you and LINX may share Confidential Information where required to comply with a Legal Requirement. If so, the relevant party must notify the party to which the information relates as soon as reasonably possible (if allowed by the Legal

Requirement) and only share as much Confidential Information as it is legally obliged to provide.

21.4 **Confidentiality Exceptions.** The confidentiality obligations in this section do not apply to Confidential Information that is already publicly known or becomes publicly known in a way that does not breach any confidentiality obligations.

22. Protecting Data

22.1 **LINX Privacy Policies.** LINX will process all personal data it holds in accordance with its privacy policies, which are available on LINX's website www.linx.net. LINX confirms that these policies comply with Data Protection Laws.

22.2 **Compliance with Data Protection Laws.** You must comply with all Data Protection Laws that apply to the performance of your Membership Agreement and your Service Orders, and to any personal data that you hold.

22.3 **Information Security.** LINX will use commercially reasonable efforts to secure its network from unauthorised access, transmission, or use and will cooperate with you to address security issues and develop security procedures.

23. Monitoring Network Data

23.1 **Monitoring of network traffic, ports and connections.** LINX may only monitor network traffic, ports or connections in accordance with the LINX Traffic Monitoring Policy.

24. Member Indemnity

24.1 **Indemnity for Third Party Claims, Proceedings and Investigations.** You must indemnify LINX, and each of its Affiliates and Personnel, against all Losses they incur in connection with any third party claims, regulatory proceedings or investigations that result from your use of LINX services in a way that:

24.1.1 breaches the terms of your Membership Agreement or a Service Order; or

24.1.2 breaches a Legal Requirement,

save that you will not be responsible for Losses to the extent that they have been finally determined by a judgement of a Court of competent jurisdiction to result from the fraud, wilful default or negligence on the part of LINX, its Affiliates or Personnel.

24.2 **Handling Indemnity Claims.** If you are required to indemnify LINX in connection with a third party claim, LINX will:

24.2.1 notify you of the claim;

24.2.2 allow you to conduct negotiations and proceedings related to the claim;

24.2.3 give you reasonable assistance with conducting the claim (at your cost); and

24.2.4 not admit any liability or agree a settlement without your prior approval (which must not be unreasonably withheld),

Provided that:

24.2.5 clauses 24.2.2 to 24.2.4 only apply if you have confirmed in writing that you will defend the claim and continue to do so diligently;

24.2.6 you must not settle the claim without LINX's prior approval (which will not be unreasonably withheld); and

24.2.7 for clarity, this clause does not apply to regulatory proceedings or investigations initiated against LINX, which LINX must maintain the right to handle directly.

25. Limitations on Liability

25.1 **Liabilities Never Limited or Excluded.** None of the limitations or exclusions of liability in your Membership Agreement or any Service Orders apply to:

25.1.1 liability for death or personal injury caused by a party's negligence;

25.1.2 liability for fraud or fraudulent misrepresentation;

25.1.3 liability for wilful misconduct;

25.1.4 liability under the indemnity in clause 24.1 (*Indemnity for Third Party Claims, Proceedings and Investigations*); or

25.1.5 any liability that cannot be limited or excluded by law.

25.2 **Liability Cap for Services.** Each party's liability for Losses that arise in connection with the provision of LINX services will be subject to the cap(s) that apply to each Service Order (including those set out in the applicable Service Terms). If a Service Order does not include a liability cap, then each party's liability in connection with that order will, in each Contract Year, be limited to the total value of the fees paid under that order in the relevant Contract Year. This cap will apply in aggregate to all liabilities that arise during each Contract Year which, for each liability, will be determined by when the first incident happened that gave rise to the liability.

25.3 **Liability Cap related to Membership.** The maximum aggregate liability of each party for liabilities that arise solely in connection with your Membership Agreement (and not a Service Order) will, in each Contract Year, be limited to the total value of the membership fees paid by you during the relevant Contract Year. This cap will apply in aggregate to all liabilities that arise during each Contract Year which, for each liability, will be determined by when the first incident happened that gave rise to the liability.

25.4 **Scope of Liabilities Covered.** The limitations and exclusions of liability in this section apply to every type of liability that might arise in connection with your Membership Agreement or a Service Order, except for those covered by clause 25.1 (*Liabilities Never Limited or Excluded*). This includes liabilities that arise from a breach of contract, tort (including negligence), breach of a statutory duty or for any other type of claim.

25.5 **General Exclusions of Liability.** Neither LINX, nor you, will be liable to the other for any:

25.5.1 loss of profits;

25.5.2 loss of business or revenues;

25.5.3 loss of data or the interruption or corruption of data; or

25.5.4 any indirect, consequential or special loss or damage.

25.6 **Exclusions of Liability (LINX).** LINX will not be liable to you for any Losses you incur that result from:

25.6.1 any use of LINX services that is unlawful or does not comply with the relevant Service Terms;

25.6.2 your breach of your Membership Agreement or a Service Order;

25.6.3 the conduct of any other LINX members; or

25.6.4 breach of obligations that you owe to your end customers or otherwise resulting from arrangements between you and your end customers.

25.7 **Liability for Force Majeure.** Neither LINX, nor you, will be liable to the other for breaching your Membership Agreement or a Service Order if the breach was caused by a Force Majeure Event. However, this only applies where the party relying on this clause:

25.7.1 has notified the other party of the failure (or anticipated failure) and the likely effect on its performance; and

25.7.2 has taken reasonable steps to mitigate the effect of the failure and continues to perform its unaffected obligations.

25.8 **Responsibility for Channel Partners.** If your membership is managed via a Channel Partner, or you procure LINX services via a Channel Partner, LINX will not be responsible for any Losses, delays or service failures you suffer due to the actions of your Channel Partner (including its failure to act or comply with the terms of your Membership Agreement or any Service Orders or its breach of obligations owed to LINX).

25.9 **Time Limit for Bringing Claims.** Neither LINX, nor you, will be liable for any claim brought in connection with a Service Order or your Membership Agreement unless the party that brings the claim has provided written notice of it to the other party within 12 months of the date on which the relevant Service Order or Membership Agreement ended (as applicable). The notice must include a reasonable description of the reasons for the claim and the amount claimed, so far as is reasonably practical within the time limit.

26. Insurance

26.1 **Your Required Insurance.** You must maintain insurance for all typically insurable risks associated with your obligations in your Membership Agreement and your receipt of LINX services, including for liability for employees, third parties and for damage to property. Your level of cover must be equal to, or greater than, the value of your financial liability cap set out in clause 25 (*Limitations on Liability*).

26.2 **Self-Insurance Conditions.** You may self-insure, but only if you notify LINX and LINX is satisfied that you either have sufficient capitalisation or you can show third party bonding in a form that is acceptable to LINX.

26.3 **Evidence of Insurance.** If requested, you must provide LINX with reasonable evidence that you have the required insurance in place. If you do not do this within 10 Business Days of receiving LINX's request, it will be a material breach of your Membership Agreement.

26.4 **LINX Insurance.** LINX will maintain public liability and employer's liability insurance associated with its obligations in your Membership Agreement and the provision of LINX services. LINX's level of cover will be equal to, or greater than, the value of its financial liability cap set out in clause 22 (*Limitations on Liability*).

27. Changes to the Membership Agreement

27.1 **Changes that Require An Ordinary Resolution.** These Membership Terms and the Key Membership Agreement Documents may only be changed by an Ordinary Resolution of the LINX membership, unless the changes are minor changes covered by clause 27.2 (*Minor Changes*).

27.2 **Minor Changes.** LINX may unilaterally make the following changes to these Membership Terms or any of the Key Membership Agreement Documents without an Ordinary Resolution or vote at a General Meeting:

27.2.1 changes to addresses, telephone numbers, email addresses or web links;

27.2.2 changes required to give effect to amendments made to other documents that govern LINX membership (including the LINX Memorandum and Articles of Association), as long as those amendments have been properly authorised by the LINX membership;

27.2.3 updates to Annex 1 (*Membership Agreement Documents*) to reflect changes to the Referenced Documents made in accordance with clause 27.3 (*Changes to Referenced Documents*);

27.2.4 the correction of obvious typographical errors, and renumbering of clauses and cross-references as a consequence of duly authorised changes.

27.3 **Changes to Referenced Documents.** LINX may unilaterally change the Referenced Documents without an Ordinary Resolution or vote at a General Meeting. This includes adding to, or replacing, the Referenced Documents listed in Annex 1 (*Membership Agreement Documents*).

27.4 **Communicating Changes to the Membership Agreement.** LINX will notify the membership of all changes to the Membership Agreement by making a member announcement, as described in clause 8.3 (*Member Announcements by LINX*).

27.5 **Timing of Changes to the Membership Agreement.** Changes to your Membership Agreement made by Ordinary Resolution will take effect on the date LINX announces the changes to the membership (on any other later date if specified in the relevant resolution). Minor changes to

the Membership Agreement covered by clause 27.2 (*Minor Changes*) will take effect on the date LINX announces the changes to the membership.

27.6 **Changes to the LINX Memorandum and Articles of Association.** Changes to the LINX Memorandum and Articles of Association will be made in accordance with the separate governance processes that are set out in those documents and are not governed by these Membership Terms.

28. Changes to Service Terms, Service Orders and Other Terms

28.1 **Changes Made by Ordinary Resolution.** All Service Terms, Service Provider-Specific Terms and Country-Specific Terms may be changed by an Ordinary Resolution of the LINX membership.

28.2 **Timing of Changes made by Ordinary Resolution.** Any changes to Service Terms, Service Provider-Specific Terms and Country-Specific Terms made by an Ordinary Resolution shall take effect 30 days after the date of the relevant General Meeting, or such later date provided for in the relevant resolution.

28.3 **Service Terms and Other Terms for New Services.** LINX may from time to time introduce new Service Terms for new services it offers, without an Ordinary Resolution. For clarity, new Service Terms may also be subject to new or existing Country-Specific Terms or Service Provider-Specific Terms.

28.4 **Unilateral Changes to Service Terms and Other Terms.** LINX may unilaterally replace or change Service Terms, Service Provider-Specific Terms and Country-Specific Terms without an Ordinary Resolution.

28.5 **Member's Right to Terminate for Adverse Changes.** If changes to existing Service Terms, Service Provider-Specific Terms or Country-Specific Terms, whether made by Ordinary Resolution or unilaterally by LINX, will have a material adverse effect on your use of the relevant LINX services or your contractual rights, you may terminate the relevant existing Service Orders that are impacted by the changes by following the procedure in clause 28.8 (*Procedure for Termination for Adverse Changes*).

28.6 **Procedure for Unilateral Changes to Service Terms and Other Terms.** To change the Service Terms, Service Provider-Specific Terms or Country-Specific Terms without an Ordinary

Resolution, LINX shall make an announcement, as described in clause 8.3 (*Member Announcements by LINX*), which shall:

28.6.1 identify the Service Terms, Service Provider-Specific Terms or Country-Specific Terms being superseded ("**Previous Terms**") and publish the Service Terms, Service Provider-Specific Terms or Country-Specific Terms that will supersede them ("**Replacement Terms**");

28.6.2 specify the date on which the Replacement Terms shall take effect for all new Service Orders; and

28.6.3 specify the date on which the Replacement Terms shall take effect for existing Service Orders, which shall be no sooner than 60 days after the date of the announcement or notice ("**Transition Date**"). Unless clause 28.7 (*Effect of Placing a New Service Order*) applies, and subject to your right to terminate in clause 28.5 (*Member's Right to Terminate for Adverse Changes*), the Replacement Terms will supersede the Previous Terms for all existing Service Orders on the Transition Date, without need for any further action by the parties or other formality.

28.7 **Effect of Placing a New Service Order.** If you place a new Service Order to which the Replacement Terms apply before the Transition Date, then the Previous Terms applicable to all existing Service Orders shall also be superseded by the Replacement Terms on the date you place that order.

28.8 **Procedure for Termination for Adverse Changes.**

28.8.1 You may exercise your right to terminate in clause 28.5 (*Member's Right to Terminate for Adverse Changes*) by written notice to LINX. The written termination notice must be sent within 30 days of the date LINX announces the changes to the membership (or, if changes are made by an Ordinary Resolution, within 30 days of the date of the relevant General Meeting).

28.8.2 If you send such a termination notice:

a. the effective date of termination shall be 30 days after the date of the termination notice, or such other date as you and LINX agree in writing; and

b. the Replacement Terms shall not supersede the Previous Terms, which shall continue in force until termination takes effect.

28.8.3 This right to terminate in clause 28.5 (*Member's Right to Terminate for Adverse Changes*) is without prejudice to any other right you may have to terminate a Service Order on an earlier date.

28.9 **Other Changes to Service Orders.** Changes to Service Orders (other than to the applicable Service Terms, Service Provider-Specific Terms or Country-Specific Terms) must be made by agreement in writing.

29. Compliance

29.1 **Anti-Bribery Compliance.** Both you and LINX must comply with (and ensure that their Affiliates comply with) all applicable laws related to anti-bribery and anti-corruption, including the UK Bribery Act 2010.

29.2 **Modern Slavery Compliance.** Both you and LINX must comply with all applicable laws related to anti-slavery and human trafficking, including the UK Modern Slavery Act 2015.

29.3 **Compliance Policies.** Both you and LINX will maintain and enforce their own policies and procedures (based on Good Industry Practice) to ensure compliance with the requirements of this clause 29 (*Compliance*). LINX's publicly available policies are available via the LINX website.

29.4 **Compliance Questionnaires.** Where LINX responds to member questionnaires about its compliance standards, its responses will be provided for information only and LINX provides no warranties regarding their accuracy or completeness. LINX's response will not form part of these Membership Terms or any Service Orders (even if the member's questionnaire states otherwise).

30. General Warranties

30.1 **Compliance with Law.** You and LINX both represent and warrant to each other that, at all times, they will comply with all applicable laws related to the performance of your Membership Agreement and each Service Order.

30.2 **Approvals and Consents.** You and LINX both represent and warrant to each other that, at all times, they have all necessary rights, approvals, permits and consents to enter into and perform your Membership Agreement and each Service Order, and to grant the rights and licences referred to in them.

30.3 **No Other Warranties or Conditions.** All warranties or conditions that might be implied or incorporated into your Membership Agreement or any Service Orders (including into the

relevant Service Terms) by law are excluded (unless the law does not allow them to be excluded), including any terms related to the quality, performance or suitability of the LINX services.

31. Transferring Membership and Services

31.1 **Transferring Membership.** You may not assign or transfer your Membership Agreement to another party without LINX's prior written approval, which will not be unreasonably withheld. Any transfer of membership must be documented using LINX's standard novation agreement. When you transfer your membership to another party in accordance with your Membership Agreement, all current Service Orders will also automatically transfer to the transferee, which must accept the obligations under those Service Orders as a condition of the transfer of membership.

31.2 **Transferring Service Orders**. Except where these Membership Terms or a Service Order states otherwise, neither party may assign or transfer a Service Order without the other party's written consent (which will not be unreasonably withheld).

31.3 **Permitted Transfers by LINX.** LINX may assign or transfer any Service Order without your consent to another of its Affiliates who is capable of performing LINX's obligations in the Service Order. If requested, you agree to promptly complete all documents required to complete a transfer covered by this clause.

32. General

32.1 **Accrued Rights Unaffected.** When your Membership Agreement or a Service Order ends, this will not affect any rights, obligations or liabilities that have accrued for LINX or you up to that point.

32.2 **Continuing Obligations.** Any provisions in your Membership Agreement or a Service Order that are intended to continue after the agreement or order (whether expressly or by implication) will remain in force. This includes, but is not limited to, the sections in these Membership Terms called "*Protecting Confidential Information*", "*Protecting Data*" and "*Limitations on Liability*".

32.3 **Waiver.** If you or LINX delay in exercising a right under your Membership Agreement or a Service Order, this will not waive their option to exercise that right in future.

32.4 **Severability.** If any part of your Membership Agreement or a Service Order is unenforceable or invalid for any reason, the other parts will remain in force and should be interpreted as if the offending part had never been included.

32.5 **Entire Agreement.** Your Membership Agreement and each Service Order (as applicable) will be the whole and only agreement between you and LINX relating to its subject matter and will supersede all prior agreements, arrangements or communications related to it. Any ancillary terms that are not expressly incorporated into each agreement will be null and void, including any terms included in your purchase order documents.

32.6 **No Partnership or Agency.** Neither your Membership Agreement, nor any of your Service Orders, are intended to create a partnership or joint venture between you and LINX, or to make one an agent of the other. Unless these Membership Terms or a Service Order states otherwise, neither party has the power to create any commitments on behalf of the other.

32.7 **Successors and Assigns.** Your Membership Agreement and Service Orders bind the parties to them and all permitted successors and assigns.

32.8 **Third Party Rights.** Only you and LINX may enforce your Membership Agreement or your Service Orders (unless the relevant Service Order states otherwise). No other parties (including other LINX members) have rights under your Membership Agreement or your Service Orders by virtue of the Contracts (Rights Of Third Parties) Act 1999.

32.9 **Remedies.** You or LINX may seek an injunction or specific performance to enforce their rights under your Membership Agreement or your Service Orders.

32.10 **Dispute Resolution.** Any disputes or claims that arise in connection with your Membership Agreement, your Service Orders, or the provision of LINX services, will be subject to the exclusive jurisdiction of the English courts.

32.11 **Governing Law.** Your Membership Agreement, each Service Order, and all matters connected with them, are subject to English law.

33. Glossary

Account Administrator	means each individual authorised to administer your membership, including by using your LINX Member Portal account, as described in clause 7.1 (*Appointing an Account Administrator*).
Affiliate	means an entity that controls, is controlled by, or is under common control with another entity. To 'control' an entity means the right or power to dictate its management by: a. holding, directly or indirectly, the majority of the issued share capital or stock (or other ownership interest if not a corporation) of the entity ordinarily having voting rights; b. controlling the majority of the voting rights in the entity; or c. having the right to appoint or remove directors holding a majority of the voting rights at the meetings of the board of directors of the entity.
Associate Member	means an Associate Member as defined in the LINX Memorandum and Articles of Association.
Authorised User	means each individual that is given a user account for the LINX Member Portal by your Account Administrator, as described in clause 7.3 (*Additional User Accounts*).
ASN	means Autonomous System Number.
Business Day	means a day other than a Saturday, Sunday or public holiday in England.
Channel Partner	means a LINX member authorised by LINX to resell LINX membership and services as part of a LINX-approved reseller programme.
Confidential Information	means information related to you, LINX, another LINX member or Associate Member, that is marked as confidential or would otherwise be regarded as confidential by a reasonable business person. This includes information about their customers, suppliers, market opportunities, operations, pricing, products, technology, plans, know-how, designs or trade secrets.
Country-Specific Terms	means additional terms and conditions that apply to services provided from, or related to, countries outside of the United Kingdom, as described in more detail in clause 13.7 (*Additional Country-Specific Terms*).
Contract Year	means, for your Membership Agreement and each Service Order (as applicable), each period of 12 months beginning on the date that the relevant agreement or order became binding and each anniversary of that date.
Data Protection Laws	means all applicable laws relating to the processing of personal data and the protection of privacy, including (without limitation): (a) the UK Data Protection Act 2018; (b) the UK GDPR (as defined in the DPA 2018); (c) the EU General Data Protection Regulation (Regulation (EU) 2016/679); (d) laws identified as Data Protection Laws in accordance with applicable Country-Specific Terms; and (e) any laws and regulations implementing or created pursuant to these laws.
Fee Schedule	means the document published by LINX from time-to-time setting out LINX's current membership and service fees.

Force Majeure Event	means an event or circumstance that is outside a party's reasonable control and prevents it from performing its obligations, including, but not limited to, acts of God, war, labour strike, terrorist act, fire, flood, earthquake, health epidemic, any law, order, regulation or other action of any regulator or governing authority.
General Meeting	means a general meeting as defined in the LINX Memorandum and Articles of Association.
Good Industry Practice	means, for each party, the degree of skill, care and diligence that would reasonably be expected of a conscientious and skilled organisation engaged in the same activities as that party.
Insolvency Event	means any of the following: a. where a procedure is commenced to wind-up or re-organise a party (other than for a solvent reorganisation) that is not dismissed within 10 Business Days; b. where a procedure is started to appoint an administrator, receiver, administrative receiver or trustee in bankruptcy for a party (or substantially all of its assets) that is not dismissed within 10 Business Days; c. where a person that holds security over all, or substantially all, of a party's assets takes steps to enforce the security; d. where a party is unable to pay its debts as they fall due or enters into a composition or arrangement with its creditors (or any class of them), including a company voluntary arrangement or a deed of arrangement; or e. anything analogous to the events described above in any jurisdiction.
Intellectual Property	means patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights, know-how, secret formulae and processes, lists of suppliers, customers, and members, and other proprietary knowledge and information, internet domain names, rights protecting goodwill and reputation, database rights (including rights of extraction) and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition.
Key Membership Agreement Documents	means the documents listed in section 1 (*Key Membership Agreement Documents*) of Annex 1 (*Membership Agreement Documents*).
Legal Requirement	means any legal or regulatory obligation that a party must comply with, including the requirements of a court or regulator. It also includes requirements that arise from being listed on a stock market or securities exchange.
LINX Board	means the elected or appointed representatives of the members of LINX who oversee the affairs of LINX and can represent and speak on its behalf.
LINX Member Portal	means the online portal for LINX members that is accessible via the LINX website.
Losses	means all losses, liabilities, damages, costs, expenses (including reasonable legal fees) and the costs of investigations, litigation, settlement, judgment interest, penalties and fines.
Ordinary Resolution	means a resolution passed by a simple majority of those eligible to vote at a General Meeting.

Personnel	means, for each party, its employees, officers, workers, agents and contractors, and those of its subcontractors (of any tier).
Qualifying Services	means the LINX services included in the Qualifying Services Policy that is described in section 2 (*Referenced Document*) of Annex 1 (*Membership Agreement Documents*).
Referenced Documents	means the documents listed in section 2 (*Referenced Document*) of Annex 1 (*Membership Agreement Documents*).
Service Order	means an order for LINX services placed by you (or on your behalf) in accordance with these Membership Terms.
Service Provider-Specific Terms	means additional terms and conditions that apply to services provided by third-party service providers, as described in more detail in clause 13.6 (*Additional Service Provider-Specific Terms*).
Service Terms	means the service-specific contract terms, service descriptions and/or pricing schedules that apply to each LINX service.
Terms for LINX Members Joining Through Channel Partners	means additional terms and conditions that form part of the Membership Agreement and/or each Service Order (as applicable) where a member joins LINX or procures services via a Channel Partner.
you and **your**	means the party entering into the Membership Agreement with LINX.

ANNEX 1

Membership Agreement Documents

1. Key Membership Documents

These documents form part of the Membership Agreement. Changes to these documents require an Ordinary Resolution of the LINX membership (except for minor changes covered by clause 27.2 (*Minor Changes*) of the Membership Terms).

These documents are available from www.linx.net/about/MA-documents.

Document Title
Associate Membership Terms and Conditions
LINX Traffic Monitoring Policy
Terms for LINX Members Joining through Channel Partners

2. Referenced Documents

These documents form part of the Membership Agreement. LINX may change these documents unilaterally without a vote of the LINX membership.

These documents are also available from www.linx.net/about/MA-documents.

Document Title
Application Form
Corporate Identity Guidelines
Corporate Representation Form
Fee Schedule
Qualifying Services Policy
LAN Announcements Reference Document
LINX Payment Policy
Route Aggregation Best Current Practice