

## Hokodo Payment Terms

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### 1. Scope of Services

- 1.1. Hokodo Services Ltd, a company registered in England under Companies House number 11351988 (“**Hokodo**”) offers online merchants and operators of online marketplaces (“**Merchants**”) various options to enable their customers to settle transactions (“**Purchases**”) a number of days after making the Purchase. These are collectively referred to as “**Deferred Payment**”.
- 1.2. If the Merchant has integrated Hokodo Deferred Payment, you may use this service to fulfil the payment obligation to the Merchant arising from your Purchase, subject to these Payment Terms. Please note that these Payment Terms apply in addition to any terms and conditions between you and the Merchant and override any deviating terms.
- 1.3. By agreeing to these Payment Terms, you declare that you are acting in lawful authorised capacity on behalf of the company making the Purchase.
- 1.4. If you have chosen Deferred Payment to complete your Purchase, the Merchant assigns its payment claims against you to Hokodo. In this case, you may only settle the payment for your Purchase to Hokodo; a payment made to the Merchant or any other party will not discharge you from your payment obligation towards Hokodo.

### 2. Risk assessment

- 2.1. The Merchant offering Hokodo Deferred Payment to you reserves the right to carry out a risk analysis in cooperation with Hokodo. As part of the risk analysis, your data will be processed to evaluate whether you are likely to be able to meet your payment obligations. The risk analysis also includes measures to prevent fraud. By way of this risk assessment, you are protected against possible over-indebtedness, fraudulent use of your personal data and the consequences of non-payment. You can find further details on how your data is processed by Hokodo in the Hokodo Data Privacy Statement.

### 3. Payment by Direct Debit or Payment Card

- 3.1. When selecting Deferred Payment for the first time, and in some cases for subsequent purchases, you will be asked to complete a “**Payment Authorisation**”, which allows Hokodo to collect the outstanding balance

from you, either by Direct Debit or by credit or debit card (“**Payment Card**”)

- 3.2. Prior to your payment falling due (typically 3-5 days prior), you will receive a payment reminder email from Hokodo, summarising the amount and timing of the payment which is due. You may wish to add [www.hokodo.co](http://www.hokodo.co) to your white-listed email domains as we shall not be liable if you do not see these reminders due to the operation of your firewall, spam filtering or other IT or system failure.
- 3.3. Hokodo will then collect the outstanding amount using the Payment Authorisation you have provided.
- 3.4. You are required to ensure that sufficient funds are available on the card or bank account to allow the payment to be successfully processed. Should the payment fail or be reversed due to:
  - 3.4.1. a lack of sufficient funds on the card or in the bank account;
  - 3.4.2. an unjustified objection on the part of the bank account or card holder;
  - 3.4.3. false or incorrect information being provided in the Payment Authorisation; or
  - 3.4.4. the closure of the bank account or card then you shall be in default (“**Default**”) without any separate warning.
- 3.5. If a Default occurs then any fees charged by the payment processor to Hokodo shall be passed on to you including an administration fee as specified in Schedule 1. These fees will be added to your outstanding balance and shall be immediately payable.
- 3.6. Given the high costs associated with rejected direct debit and card payments, we kindly request that, in the event of a return of goods to the Merchant, or any other valid reason for non-payment, or a dispute about the Purchase, you do not simply cancel the payment authorisation. Instead, you should notify the Merchant as soon as the reason for non-payment arises. The Merchant will then notify Hokodo and Hokodo will automatically adjust, or cancel, the payment collected via your Payment Authorisation.



#### 4. Payment by Invoice

- 4.1. In certain cases, Hokodo may offer you the option to settle Deferred Payment by Invoice, rather than requiring you to complete a Payment Authorisation for Direct Debit or Payment Card. These are referred to as “**Pay by Invoice**” Purchases.
- 4.2. After making a Purchase using Pay by Invoice, you will receive a bill or a separate request for payment (“**Invoice**”). Your payment is due on the due date or within the period stated in the Invoice.
- 4.3. If you have not paid the Invoice by the due date, you will be in default (“**Default**”) without having to have received a separate reminder.
- 4.4. If you remain in Default for more than 14 days then you may be charged an administration fee as specified in Schedule 1. These fees will be added to your outstanding balance and shall be immediately payable.

#### 5. Severe Default

- 5.1. In the event that your payment remains outstanding 20 days after payment was due - whether it was due by Direct Debit, Payment Card, or Invoice - then, unless we have agreed an alternative repayment plan with you in writing, your account shall move into a state of “**Severe Default**”. At this point, the following will occur:
  - 5.1.1. All outstanding payments due to Hokodo in relation to any Deferred Payments selected through any Merchants (the “**Outstanding Balances**”) shall immediately become due and payable.
  - 5.1.2. Hokodo shall have the right to require immediate settlement of the Outstanding Balances via bank transfer to an account specified by Hokodo.
  - 5.1.3. Hokodo may transfer responsibility for collecting the Outstanding Balances to a specialist debt collection firm. In this case the costs of the debt collection, plus statutory interest will be added to the Outstanding Balances and will become immediately due and payable.
- 5.2. In the event that you commence insolvency or bankruptcy proceedings, then your account

shall also be moved into a state of Severe Default, and clauses 5.1.1 to 5.1.3 shall apply.

#### 6. Retention of title

- 6.1. Notwithstanding delivery of the goods or services to you and the provisions of Clause 6.2, legal and beneficial title to the goods or services shall remain with the Merchant until the Merchant or Hokodo has received from you payment in full and in cleared funds of:
  - the Price;
  - the purchase price of all other goods and/or services (if any) supplied by or on behalf of the Merchant to you for which payment is then due; and
  - any other monies owed and due by you to the Merchant or Hokodo on any account whatsoever.
- 6.2. All risk of damage, loss or destruction of goods or services shall pass to you at the time of delivery of the goods to you, or if earlier, at the time the Merchant tenders delivery of the goods or services to you.
- 6.3. In the case of provision of goods, unless and until title in the goods passes to you:
  - a) the Merchant (or Hokodo on its behalf), its agents and other authorised representatives may at any time in its absolute discretion inspect, move, retake possession of, sell, dispose of or otherwise deal with the goods;
  - b) the Merchant (or Hokodo on its behalf), its agents and other authorised representatives may at any time and without notice enter any premises at which the goods are situated or kept or at which the Merchant believes the goods are situated or kept for the purpose of exercising its rights under Clause 6.3(a);
  - c) you shall procure and provide to the Merchant (or Hokodo on its behalf), its agents and other authorised representatives on demand all such access, facilities, resources and assistance as they may require in order to exercise its rights pursuant to Clauses 6.3(a) and 6.3(b) and, at the request of the Merchant (or Hokodo on its behalf), you shall at your own cost deliver the goods to the Merchant (or Hokodo on its behalf) or its nominee at such place or places as they shall specify;

- d) you shall insure the goods for their full replacement value with a reputable insurer and shall name the Merchant as loss payee or ensure that the interest of the Merchant is noted on the policy of insurance and shall immediately upon demand by the Merchant provide the Merchant with a copy of the relevant certificate of insurance;
- e) you shall not pledge, charge, encumber or create any security or any indebtedness over or in respect of the goods;
- f) you may use or sell the goods in the ordinary course of business. However, until this happens, you shall store the goods separately from all other goods whether supplied by the Merchant or any other supplier of goods to you. You shall not remove or make unreadable any mark placed on the goods or the packaging of goods by the Merchant and shall ensure that the goods are all times marked as the property of the Merchant or stored in such a way as to make it obvious that the goods are the property of the Merchant;
- g) the Merchant (or Hokodo on its behalf) may by notice immediately terminate any authority you may have to deal with the goods;

## 7. Other

- 7.1. Hokodo may transfer its rights and obligations under these Payment Terms to someone else without your prior consent. We will notify you of such transfer only if it changes the terms of settlement of your Purchase. You cannot transfer any rights or obligations you have under these Payment Terms.

- 7.2. A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement provided that a Merchant (or Hokodo exercising any rights of a Merchant) may in its own right enforce the provisions of this Agreement subject to, and in accordance with, the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of a third party that exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

- 7.3. These Payment Terms and any non-contractual obligations connected with it shall be governed by English law. You agree that the courts of England and Wales are to have exclusive jurisdiction to determine any claim, dispute or difference arising under or in connection with these Payment Terms, or of any non-contractual obligations connected with it.

## 8. Complaints

- 8.1. If you are dissatisfied with the service you receive from Hokodo, or have any complaints or feedback, please contact us using the contact details below. We aim to respond to all complaints within 3 working days.

## 9. Contact details

- 9.1. You can contact Hokodo using the following details:
  - By e-mail at: [support@hokodo.co](mailto:support@hokodo.co)
  - By telephone on: 0203 974 1620
  - By mail at: Hokodo, 35 Kingsland Road, London, E2 8AA



### Schedule 1

Event	Charge
Payment via Direct Debit or Payment Card: - Failed Payment request due to your actions or negligence	£25 administration fee per failed payment, plus any costs incurred by Hokodo
Payment via Invoice: - In Default 14 days after due date	£40 administration fee
Any payment method: - Severe Default (20 days after due date)	Debt collection costs as incurred, plus statutory interest