



TERMS OF SERVICE: AXIOMA PAY

Effective Date: 14 July 2026

Legal Contracting Entity: DODITEC LTD (trading as **Axioma Technologies / Axioma Pay**)

Registered Office Address: 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ

Company Registration Number: 14216887

IMPORTANT NOTICE & DISCLAIMER

AXIOMA PAY IS EXCLUSIVELY A TECHNICAL AND TECHNOLOGY SERVICE PROVIDER (TSP). AXIOMA PAY IS NOT A BANK, AN ELECTRONIC MONEY INSTITUTION (EMI), A PAYMENT INSTITUTION (PI), A CARD ISSUER, A MERCHANT OF RECORD, A CREDIT PROVIDER, A MONEY TRANSMITTER, OR A FINANCIAL INTERMEDIARY.

AXIOMA PAY OPERATES A STATELESS, NON-CUSTODIAL SOFTWARE PLATFORM. WE DO NOT OPEN PAYMENT ACCOUNTS, RECEIVE, HOLD, HOLD IN TRUST, CUSTODY, PROCESS, OR SETTLE FUNDS AT ANY POINT. ALL PAYMENT PROCESSING, IDENTITY VERIFICATION (KYC/AML), SANCTIONS SCREENING, CARD ROUTING, FUNDS CUSTODY, AND PAYOUT SETTLEMENT ARE EXCLUSIVELY PERFORMED BY STRIPE PAYMENTS UK, LTD. (AND ITS AFFILIATES) VIA STRIPE CONNECT EXPRESS IN ACCORDANCE WITH STRIPE'S APPLICABLE TERMS AND AGREEMENTS.

1. CORPORATE STRUCTURE, TRADING NAMES, AND DEFINITIONS

1.1 Legal Entity & Trading Names: "Axioma Pay" is a commercial brand name and trading name of **Axioma Technologies**, which is itself a trading name of **DODITEC LTD**, a private limited company incorporated and registered in England and Wales under Company Registration Number 14216887, with its registered office address at 71-75 Shelton Street, Covent Garden, London, England, WC2H 9JQ (referred to throughout these Terms as the "**Company**", "**we**", "**us**", or "**our**"). While "Axioma Technologies" and "Axioma Pay" are utilised as trading names and brand identities for marketing, software distribution, and operational interfaces, DODITEC LTD remains the overarching legal entity responsible for the operation of the Platform and all legal obligations hereunder.

1.2 The Platform: The term "**Platform**" refers collectively to all web applications, mobile interfaces, software routing engines, APIs, onboarding flows, administrative dashboards, and technology tools made available by the Company under the Axioma Pay brand at www.axiomapay.uk.

1.3 Scope of Agreement: These Terms of Service (the "**Terms**") form a legally binding contract between DODITEC LTD and any individual, sole trader, or legal entity ("**User**", "**you**", or "**your**") accessing or using the Platform.

1.4 Dual Relationship Architecture: By utilising the Platform to pay, request payments, or manage recurring subscription payments or payment instructions, you acknowledge and agree that you enter into two separate and distinct legal relationships:

- **Technical Infrastructure Relationship:** A contract with **DODITEC LTD** governing your access to and use of our stateless software, user interfaces, and technical routing technology pursuant to these Terms; and

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- **Financial Services & Payment Processing Relationship:** A direct legal contract with **Stripe Payments UK, Ltd.** (or its relevant affiliates) governing payment processing, funds custody, identity verification (KYC/AML), payout services, card network compliance, and connected account administration pursuant to the **Stripe Connected Account Agreement** and **Stripe Services Agreement** (collectively, the "**Stripe Terms**").

1.5 Stateless and Non-Custodial Architecture: Axioma Pay functions strictly as a stateless technical routing layer. Platform software translates user actions into direct electronic API payload instructions transmitted to Stripe Connect Express. At no point in the transaction lifecycle does the Company possess title, constructive control, possession, custody, or discretion over customer funds, transaction settlement, or connected account balances.

2. ELIGIBILITY AND ACCOUNT SECURITY

2.1 Authority: You represent and warrant that:

- a) You possess full legal capacity to enter into a binding contract under applicable law;
- b) If registering or acting on behalf of a business entity, you possess all necessary corporate authority and power to bind such entity to these Terms; and
- c) Your use of the Platform does not conflict with any legal, regulatory, or contractual obligations.

2.2 Credential Security: You are solely responsible for maintaining the confidentiality and security of all login credentials, administrative passwords, API keys, PINs, and biometric authentication mechanisms used to access the Platform. All commands, routing parameters, and data submitted through your credentials will be conclusively deemed authorised by you.

3. STRIPE CONNECT EXPRESS INTEGRATION & FINANCIAL RESPONSIBILITY

3.1 Stripe Onboarding: Access to payment features requires successful onboarding and establishment of a Stripe Connected Account through Stripe Connect Express. You agree to provide Stripe with accurate, complete, and updated operational, business, and beneficial ownership information.

3.2 Exclusive Financial Authority of Stripe: You expressly acknowledge and agree that Axioma Pay has no control over, responsibility for, or liability regarding:

- a. Approval, refusal, risk assessment, suspension, or termination of your Stripe Connected Account;
- b. Payment processing failures, card network declines, chargebacks, payment disputes, or refunds;
- c. Payout schedules, payout delays, bank holds, reserves, or account freezes imposed by Stripe or partner financial institutions; or
- d. Regulatory compliance, anti-money laundering (AML), counter-terrorist financing (CTF), or know-your-customer (KYC) decisions made by Stripe.

3.3 Merchant Obligations: You remain solely and exclusively responsible for:



- a. The underlying contract, delivery, quality, and legality of goods or services provided to end-customers;
- b. Customer service, complaint resolution, and dispute handling;
- c. Determining, calculating, collecting, reporting, and remitting all applicable taxes (including VAT, sales tax, or corporate tax); and
- d. Maintaining legally compliant consumer cancellation, refund, and statutory withdrawal policies.

4. USER CONDUCT AND PROHIBITED ACTIVITIES

4.1 Data Accuracy: You guarantee that all payment details, customer info, invoice metadata, subscription parameters, tax classifications, and routing instructions submitted via the Platform are complete, truthful, and accurate.

4.2 Prohibited Uses: You must not use the Platform or Axioma Pay brand to transmit instructions for or facilitate transactions involving:

- a. Any unlawful, fraudulent, or deceptive commercial activity;
- b. Goods or services prohibited under **Stripe's Prohibited and Restricted Businesses List** or card network rules (e.g., Visa, Mastercard);
- c. Sanctions evasion, money laundering, or illegal financial schemes; or
- d. Unauthorised recurring billing, misleading invoices, or unsolicited communications.

5. PLATFORM SOFTWARE FEES & CHARGING STRUCTURE

5.1 Platform Software Fee: Axioma Pay charges a software infrastructure routing fee (the "**Platform Fee**") for providing stateless routing and UI features. The baseline Platform Fee is **20 pence + 1.00%** of the routed transaction amount, unless a distinct fee schedule is explicitly displayed prior to instruction confirmation or agreed in writing.

5.2 Optional Feature Markups: Where selected by the User or triggered by specific routing parameters via Stripe, the following software feature markups apply in addition to the baseline Platform Fee:

Software Feature / Routing Route	Associated Infrastructure Markup
Baseline Platform Fee	20p + 1.00% of routed transaction value
UK Card Routing <i>(if chosen)</i>	0.15% markup
EU Card Routing <i>(if chosen)</i>	0.25% markup



Software Feature / Routing Route	Associated Infrastructure Markup
Foreign Exchange (FX) / Multi-Currency Routing (if applicable)	1.00% markup (where currencies differ)
Instant Payout Schedule Route (if selected)	2.50% markup (where selected and supported by Stripe)
Default Payout Schedule & Route (Where applicable)	1.00% markup (where selected and/or applicable)
Cross-Border Payout (if applicable)	0.75% markup
Pay with Stripe Balance (if selected)	0.25% markup

5.3 Stripe Processing Fees: Software Platform Fees charged by Axioma Pay cover software platform access only. Separate merchant processing, card scheme, and interchange fees may apply under your Stripe Connected Account Agreement.

5.4 Deduction Mechanism: Platform Fees are instructed at the time of transaction processing via Stripe Connect fee deduction mechanics. DODITEC LTD does not independently debit or collect fees directly from user bank accounts.

6. SUBSCRIPTION AND RECURRING INSTRUCTION CONFIRMATION

6.1 Authentication: Recurring payment instructions created via the Platform are authenticated through Stripe-hosted Checkout interfaces.

6.2 Routing Mechanics: Subscription parameters are passed electronically as technical instructions to Stripe Connect Express. The Company does not hold, manage, or guarantee subscription balances or recurring reserves.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

7.1 "AS IS" Software Provision: The Platform and all software interfaces are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, whether express, implied, or statutory, including warranties of merchantability, fitness for a particular purpose, or non-infringement.

7.2 Exclusion of Financial & Third-Party Liability: To the maximum extent permitted by law, DODITEC LTD, its director(s), officer(s), employee(s), and agent(s) shall **NOT** be liable for:

- Loss of profits, revenue, contracts, business opportunities, data, goodwill, or reputation;
- Stripe downtime, banking delays, card network disruptions, or processing failures;

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- c. Cyberattacks, unauthorized access, or system breaches beyond our reasonable control;
- d. Chargebacks, payment reversals, fines, tax liabilities, or customer disputes; or
- e. Incorrect instructions or parameters submitted by the User or end-customers.

7.3 Cap on Liability: The maximum aggregate liability of DODITEC LTD arising out of or in connection with these Terms or the Platform shall be strictly capped at the total Platform Fees actually received by DODITEC LTD from your routed transactions in the **three (3) months** preceding the claim.

7.4 Statutory Rights: Nothing in these Terms limits liability for death or personal injury resulting from negligence, fraud, or fraudulent misrepresentation, or any other liability that cannot be excluded under English law.

8. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless DODITEC LTD, its officer(s), director(s), employee(s), and trading affiliates from and against any third-party claims, damages, liabilities, costs, or legal fees arising from:

- a. Your breach of these Terms or applicable Stripe Terms;
- b. Your underlying goods, services, or commercial practices;
- c. Inaccurate, misleading, or unauthorized instructions submitted through the Platform; or
- d. Non-compliance with data protection, privacy, or tax regulations.

9. SUSPENSION, MODIFICATION, AND TERMINATION

9.1 Suspension: We reserve the right to immediately suspend or restrict software access to the Platform without prior notice if we reasonably suspect fraud, security vulnerabilities, regulatory risk, or violation of these Terms or Stripe rules.

9.2 Amendments: We may update these Terms, fee tables, or software capabilities prospectively. Revised terms will be published on www.axiomapay.uk with an updated "Effective Date". Continued use of the Platform after changes are posted constitutes acceptance.

10. GOVERNING LAW AND JURISDICTION

10.1 Governing Law: These Terms, and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes), shall be governed by and construed in accordance with the laws of **England and Wales**.

10.2 Jurisdiction: The courts of **England and Wales** shall have exclusive jurisdiction to resolve any dispute or claim arising out of or in connection with these Terms or the Platform.

11. CONTACT INFORMATION

DODITEC LTD (*Trading as Axioma Technologies / Axioma Pay*)

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