



Zumo Terms and Conditions ("Terms")

INTRODUCTION

Who we are

Zumo Financial Services Limited (trading as "Zumo") is a private limited company registered in Scotland with registration number SC583644 ("Zumo"/"we"/"us") and has developed an app called 'Zumo' (the "App") which facilitates the holding of certain cryptocurrencies ("Virtual Currency") in a custodian digital wallet (the "Custodian Wallet") and/or a non-custodian digital wallet (the "Non-Custodian Wallet") (together the "Wallets").

Products within our App not provided by us

When using the App you may be eligible for a GBP account (which is an e-money account) (a "e-Money Account") and/or a physical or virtual debit card (a "Debit Card"). These products are provided by Modulr FS Ltd or Modulr Finance Ltd acting as agent for Modulr FS Ltd ("Modulr").

If you use these products you will enter into a separate contract with Modulr that governs your use of such products. Please see the Modulr Introduced Client Terms of Business below. You should read these terms carefully as they explain the terms and conditions that apply to your use of your e-Money Account and/or your Debit Card, and any transactions that you instruct.

Regulatory information and warning

Before downloading the App and creating an account you should read these Terms carefully. The services that Zumo provides through the App are not regulated by the Financial Conduct Authority.

Cryptocurrencies are not regulated by the Financial Conduct Authority (FCA) or any other regulator in the UK. This means any Virtual Currency you hold in your Wallets is not regulated. This also means the Financial Ombudsman Service and the Financial Services Compensation Scheme do not apply.

The e-Money Account and Debit Card are provided by Modulr and are regulated by the FCA. Any Virtual Currency that you hold in your Wallets is in a separate, unregulated wallet and it is not e-money.

Cryptocurrencies are speculative instruments and involve a substantial degree of personal risk for those who hold them. The value of a cryptocurrency can quickly increase or decrease at any time, and it may even fall to zero. This means there is the risk of complete loss of capital with no legal recourse. There can be no assurance that any cryptocurrency, or other digital asset is or will be viable, liquid, or solvent.

No communication from us in any location or medium is intended to imply that holding cryptocurrency is low-risk or risk-free, and we do not offer nor will we give any advice or recommendation on investments in cryptocurrency or otherwise.

Before buying cryptocurrencies, you should carefully consider your personal situation and the financial risks you are willing to take. You may want to speak to an independent financial adviser.

The FCA has published information for consumers regarding the regulation and risks of cryptocurrencies which you may find helpful. It can be viewed here: www.fca.org.uk/consumers/cryptoassets

Hardware, software or connections required to interact with the network might fail or be subject to malware,

unauthorised access or malicious attacks. Third parties may obtain unauthorised access to the Services.

Transactions conducted using the App are not reversible. Once your Virtual Currency has been sent to another, you may lose your Virtual Currency temporarily or indefinitely. Virtual Currency sent to a mistaken address are not recoverable.

The products that Modulr provide are regulated by the Financial Conduct Authority. More information is set out in the Modulr Introduced Client Terms of Business.

Who you are

You are an individual who downloads the App ("**User**"/"**you**").

Privacy

Our privacy notice explains how your personal data is used. You can read our privacy notice here:

<http://zumo.money/privacy>

About these Terms

These Terms set out the terms and conditions of services we provide to Users via the App (the "**Services**"). When you conduct transactions using the App a fee may be payable. The fees are described below and may be reviewed by us from time to time.

By downloading and using the App you are entering into a legally binding agreement (the "**Agreement**") with us based on these Terms.

You should read these Terms, together with our privacy notice, carefully before you download the App and use the Services.

If you do not agree to these Terms, then you must not download and use the App and must refrain from using the Services.

How to contact us

We strive to improve our Services. If you have any feedback regarding improvements to our App, or complaints, we would like to hear from you.

Cryptocurrencies are not regulated by the FCA and therefore the Ombudsman cannot be referred to in the event of any complaint.

If you need to contact us, you can do so in either of the following ways:

- a. *Email:* support@zumo.money; or
- b. *Write to us at:* RTW Studios, 40 Constitution Street, Edinburgh, EH6 6RS.

We will communicate with you in English via the App, or through your email, phone or home address (if you provide these details). You should let us know if any of your contact details change.

If you provide any feedback to us in relation to the App or Services, you grant to Zumo a perpetual, non-revocable, fee-free, royalty-free worldwide licence to use and/or incorporate your feedback into any Zumo product or service (including the App and Services) at any time.

Zumo will not make your feedback publicly available in a way that is obviously attributable to you without your consent.

Changes to these terms

We reserve the right to amend these Terms from time to time for any reason, and shall send you a copy of the new terms or inform you of the change. Your continued use of the Services shall be deemed to be acceptance of any new terms. If you don't agree to these changes, you can let us know and we'll close your Account.

These Terms and any updated version of them will always be available in the App and/or on our website at <https://zumo.money>

If you are:

- a. uncertain about the risks of using cryptocurrencies and engaging in transactions with cryptocurrencies; or
- b. unsure about how the App or the Services work, then you should not download the App or use the Services.

SETTING UP YOUR WALLETS

Who can use the App?

The App is currently only available to individuals using a compatible device. Zumo offers the App in certain countries and operates a list of prohibited countries within which it is not available. The countries in which Zumo offers the app and prohibited countries may change from time to time. If the App is not available in the app store of the country you are a resident of, or your country of residence does not appear in our country list on signup, you must not attempt to use the App or Services or create the Wallets.

Creating your Wallets

The Services may only be accessed by Users who have completed the process of setting up an account (an "Account") through the App.

In order to create your Wallets, we need to carry out certain checks to verify your identity and confirm that you satisfy our criteria to use the Services. We do this using third-party providers.

To qualify to use the Services you must meet the following criteria:

- a. You are over 18; are a resident of a country that Zumo is available in; and have full authority to enter into this Agreement;
- b. You have satisfactorily completed any customer identification and verification;
- c. You are not currently restricted from using the Services; and
- d. You own all of the cryptocurrency you exchange/transfer as part of the Services.

You confirm that any information you provide when setting up your account is true and accurate.

We may vary the criteria to use our Services from time to time and you acknowledge that creation of an Account is at our discretion.

Zumo offers two types of cryptocurrency wallet: a Custodian Wallet and a Non-Custodian Wallet.

Custodian Wallet

The Custodian Wallet is available to UK residents only. Where you are eligible to, and create, a Custodian Wallet, you will not be provided with a 'seed phrase' (also referred to as a 'backup phrase' or 'private key'). Instead, this will be retained by us and we will securely store your Virtual Currency.

All Virtual Currency held in your Custodian Wallet is held by us for your benefit on a custodian basis. Among other things, this means:

- a. You control the Virtual Currency held in your Custodian Wallet. At any time, subject to availability of the App, downtime or outages or our services or any third party and our applicable policies, you may withdraw your Virtual Currency by sending it to your non-custodial wallet (if you created one).
- b. Title to the Virtual Currency shall at all times remain with you. You shall bear all risk of loss of such Virtual Currency. We shall not have any liability for fluctuations in the value of Virtual Currency held in your Custodian Wallet.
- c. None of the Virtual Currency in your Custodian Wallet is the property of, or shall or may be transferred or loaned to, us. Except as required by a court order, or except as provided in these Terms, we will not sell, transfer, loan, hypothecate, or otherwise alienate Virtual Currency in your Custodian Wallet unless instructed by you or compelled by a court of competent jurisdiction to do so.
- d. In order to more securely hold customer Virtual Currency, we may use shared blockchain addresses, which are controlled by us or another company in our group (the "Group"), to hold Virtual Currency held on behalf of users and/or held on behalf of us or the Group. Where this occurs, Users' Virtual Currency will be segregated from ours or the Group's own Virtual Currency by way of separate ledger accounting entries for Users and ours or the Group's accounts. Notwithstanding the foregoing, we shall not have any obligation to use different blockchain addresses to store Virtual Currency owned by you and Virtual Currency owned by other Users or by us or the Group.

We are under no obligation to issue any replacement Virtual Currency in the event that any Virtual Currency, seed phrase, private key or password is lost, stolen, malfunctioning, destroyed or otherwise inaccessible.

You acknowledge that the provision of custodian wallets for Virtual Currency is not regulated in the UK. In the event of our insolvency, you may be unable to recover your Virtual Currency.

Non-Custodian Wallet

If you are eligible for a Non-Custodian Wallet, then you will be given the option to create the Non-Custodian Wallet.

When you do so, you will be provided with a seed phrase for it. Your seed phrase is the only way to access the Virtual Currency stored in your Non-Custodian Wallet. This seed phrase is provided only to you and you acknowledge that we do not store or hold it or the Virtual Currency in your Non-Custodian Wallet.

Supported Virtual Currency

Our Services are only in relation to the Virtual Currency we support, which may change from time to time. If you have any questions about which Virtual Currency we currently support, please email support@zumo.money. We do not support other protocols or functionality which supplement or interact with Virtual Currency.

Under no circumstances should you attempt to use our Services to store, send, request, or receive Virtual Currency or cryptocurrencies, protocols or functionality in any form that we do not support. We assume no responsibility or liability in connection with any attempt to use our Services that we do not support. Our Services are not configured to detect, secure or process these transactions or functionality. Any attempted transactions may result in loss of the item.

We may at our sole discretion terminate support for any Virtual Currency. We will tell you at least 10 days before such change comes into effect (unless a shorter period is required by applicable law or a regulatory authority). If you do not sell or send off platform any such Virtual Currency in your Custodian Wallet during this time, we reserve the right to withdraw it from your Custodian Wallet and replace it at the market value with a supported Virtual Currency or fiat currency (where the denomination and decision will be at our sole discretion).

Virtual Currency protocols

We do not own or control the underlying software protocols which govern the operation of the Virtual Currency we support.

We assume no responsibility for the operation of the underlying protocols of any Virtual Currency you store in your Wallets and you acknowledge and accept the risk that they may change. In particular, the underlying protocols are likely to be subject to sudden changes in operating rules (including “forks”). Any such material operating changes may materially affect the availability, value, functionality, and/or the name of the Virtual Currency you store in your Wallets. You acknowledge the risks presented by changes to the protocols and hereby accept that we have no responsibility for any losses or damage arising as a result of them.

We do not control the timing and features of these operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by us in determining what action to take. In the event of any such operational change, we reserve the right to take such steps as may be necessary to protect the security and safety of Virtual Currency held on our platform, including temporarily suspending our Services for the involved Virtual Currency(ies), and other necessary steps. We will use our reasonable efforts to provide you notice of our response to any material operating change that affects our Services towards the involved Virtual Currency(ies), but such operating changes are outside of our control and may occur without notice to us.

Our response to any operating change is subject to our sole discretion and includes deciding not to support any new cryptocurrency, fork, airdrop (or similar distribution), or other actions. Any support we do decide to offer remains in all instances subject to these Terms.

Seed phrase and security

When you set up a Non-Custodian Wallet on the App, you will be provided with the seed phrase for it. It is **very important** that you keep this safe and secure and do not disclose it to anyone. Unlike passwords for other applications, **we do not store or hold your seed phrase and are unable to reset the seed phrase** if you forget or lose it. Losing or forgetting your seed phrase can have serious consequences, as we will not be able to restore access to your Non-Custodian Wallet or the Virtual Currency held within it.

It is your responsibility to ensure that you use strong security credentials, that you keep the device through which you access the App safe and secure, you close the App when you are not using it and keep your email account secure at all times. We are not responsible for losses incurred as a result of unauthorised access of your email account or App.

In order to make transfers to and from other Users or convert your Virtual Currency, you may need to exchange **public** keys as part of the Services. We do not ask for any **private** keys, and you should **never exchange** any **private** keys or **seed or backup phrase**. We shall have no liability to you for you making available any **private** key, **seed or backup phrase** or other security information on the App or otherwise.

If a private key is released onto the App or elsewhere by you, it is your responsibility to take all necessary

action to protect your Account, and any other private keys.

Keeping your Account and Wallets secure

You shall keep your security credentials, seed phrase and private key for your Wallets and Account secure and **never permit others to use your Account**.

You are responsible for anything that happens through your Account until it is terminated or suspended. If you discover any unauthorised use of your Account you must let us know as soon as you become aware.

We have the right to disable any security credentials, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

USING THE APP

Introduction

The App consists of the Wallets. Some features may not be available to all users. Subject to eligibility, you can use the App to:

- a. Hold and view the balance of your Virtual Currency in your Wallets;
- b. Instruct the transfer of Virtual Currency between your Wallets;
- c. Instruct the transfer of Virtual Currency from your Custodian Wallet to another User's Custodian Wallet;
- d. Accept the transfer of Virtual Currency into your Custodian Wallet from another User's Custodian Wallet;
- e. Request a transfer of Virtual Currency to your Custodian Wallet from another User's Custodian Wallet;
- f. Instruct the transfer of Virtual Currency from your Non-Custodian Wallet to another wallet held outwith the App;
- g. Accept the transfer of Virtual Currency into your Non-Custodian Wallet from another wallet held outwith the App;
- h. Instruct the exchange (or conversion) of your Virtual Currency in your Custodian Wallet from one cryptocurrency to another;
- i. Instruct the exchange or conversion of your Virtual Currency in your Custodian Wallet into and from pounds sterling (GBP) if you hold an e-Money Account;
- j. Check the fluctuating value of your Virtual Currency in your Wallets; and
- k. Hold a Debit Card provided by Modulr FS and use this card to spend funds in your e- Money Account.

Your rights

On the condition that you comply with your obligations under this Agreement, we grant you a limited, non-exclusive, non-transferable licence to access the App and Services and use them in accordance with the Agreement.

Fees and Payment

The following fees (referred to as “Fees”) will apply when using the App and Services:

- a. **App:** we currently charge no fee for downloading or using the App or for the provision of the Wallets;
- b. **A transaction fee:** when instructing a transfer of Virtual Currency between your Wallets, or a transfer of Virtual Currency from your Non-Custodian Wallet to another wallet held outwith the App, a default fee will be payable to a third party miner who will process the transaction. You will be able to select the speed at which you would like the transfer to be executed, and the speed will determine the Fee which may be payable. A default fee is automatically set and will apply unless you decide to change the speed of execution in which case the fee for that execution speed will apply. Typically, the faster the execution speed, the greater the Fee. A default speed may be set in the App. The Fee is not payable to Zumo but to a miner who executes the transaction on the relevant network. If a Fee on your transaction is payable, we will tell you what it is and it will be automatically deducted when the transfer is executed;
- c. **An exchange fee:** When making an Exchange Transaction (defined in the section below called Exchange) you will be charged a 0.5% commission fee that is payable to Zumo. The exchange fee may change from time to time and we will inform you of any such change.
- d. **Debit card:** the fees for using the Debit Card are set out in our tariff of charges <https://zumo.money/fees/>. If you cancel your Debit Card, you may be entitled to a refund, which is also set out in our tariff of charges <https://zumo.money/fees/>.

Any of these Fees may be amended and we may introduce new fees from time to time. We shall inform you of any changes to the Fees. If you do not agree to our change in Fees, you must discontinue your use of the App and the Services.

Limits and Restrictions

The limits and restrictions that apply to your Account and Debit Card are set out in our card information page <https://zumo.money/fees/>. These limits and restrictions may change over time. You can check the current limits and restrictions at any time by accessing our card information page.

Where you have an e-Money Account and you are making a fiat transfer to add funds to it, you shall only make such a transfer from an account where you are the registered beneficial owner. At any one time you shall only have one such account from which you can make such transfers (your “**Linked Account**”).

We do not accept or support any such transfers made by third parties and any such attempted transfer will be rejected. If you are the registered beneficial owner of your Linked Account and the Account you have with us, but the registered account names are inconsistent for whatever reason, we may require you to provide additional proof of ownership of your Linked Account

Account Balance

If there is a negative balance in your e-Money Account, we will receive a daily alert from Modulr FS. On receipt, we shall inform you of such negative balance and request that funds are added to your e-Money Account to cover the negative balance.

Instructing a transfer

You can use our Services to instruct the following Virtual Currency transfers:

- a. A transfer of Virtual Currency between your Wallets. This shall be subject to the transaction fee applicable at that time.
- b. A transfer of Virtual Currency from your Custodian Wallet to another User’s wallet Custodian Wallet. To

instruct such a transfer, you will need to know their wallet address (public key) or Zumo username. You can find details for other Users within the App by searching for their Zumo ID (username) in the relevant page in the App. There are no fees for this transaction.

- c. A transfer of Virtual Currency from your Non-Custodian Wallet to a wallet outwith the App. To instruct such a transfer, you will need to know the address of the receiving wallet. This shall be subject to the transaction fee applicable at that time.

We process all transfers according to the instructions received from you. We do not guarantee the identity of any recipient.

You acknowledge that you are responsible for ensuring the accuracy of the address, its compatibility with the transfer you are instructing, and any other information submitted as part of your instruction. Once a transfer has been instructed by you, it cannot be reversed, cancelled or refunded. If you instruct a transfer in error, or to the wrong User or address, or to an incompatible address, we cannot retrieve your Virtual Currency and it may be irreversibly lost.

If you do not accept the Fees then you should not instruct the transfer.

Exchange

We provide a conversion service as part of the Services. You can:

- a. Use your Custodian Wallet to exchange one cryptocurrency for another;
- b. Use your Custodian Wallet to exchange cryptocurrency into and from GBP if you hold an e-Money Account with Modulr (each an "**Exchange Transaction**").

An Exchange Transaction shall be subject to the exchange fee applicable at that time.

If you do not accept the Fees then you should not instruct the Exchange Transaction.

You may not cancel, reverse or change any Exchange Transaction. We may suspend, delay, redirect or cancel any Exchange Transaction at any time and for any reason.

We have the right to limit or suspend your Exchange Transaction at our sole discretion.

Smartfolio

Where the App provides you with a value fluctuation of your Virtual Currency as part of the Zumo Services (known as Smartfolio) the value may not reflect the actual value of the Virtual Currency in real time. The value presented by Zumo will reflect the last data as obtained by Zumo in respect of it and may not be correct or up to date. You are responsible for verifying all information presented to you independently before acting on it, and any actions taken, or decisions made by you is at your sole responsibility.

Debit Card

The Debit Card is available to UK users only.

Your Debit Card can be used to pay for goods or services using your e-Money Account. This means you will need to have an available balance in your e-Money Account. If you have Virtual Currency you will have to initiate an exchange from Virtual Currency to GBP. The value of exchange in GBP then becomes available in your e-Money Account and can be spent using your Debit Card.

Anti-money laundering and counter-terrorist financing

To comply with UK anti-money laundering, sanctions, counter-terrorist financing and other related legislation (together, "**Compliance Laws**"), you acknowledge that we have a duty to carry out identity verification and transaction monitoring on your activity using the App.

As part of this, we may request that you submit additional information about yourself and provide relevant documentation in order to, among other things, establish the source of your wealth and source of funds for any transactions carried out in the course of your use of our Services.

We also carry out regular monitoring of users against relevant sanctions lists. We reserve the right to immediately withdraw or suspend your use of the App and our Services at any time if we believe that provision of the App or our Services to you, or your use of the App and our Services, may breach any relevant Compliance Laws.

Acceptable Use Policy

When using the App and our Services you must comply with our Acceptable Use Policy:

- a. You must use the App and Services in ways that are appropriate and reasonable and are fair and not harmful to us, other Users or any third parties.
- b. You must not store or transmit any material during the use of the App or Services that is unlawful, dishonest, threatening, defamatory, obscene, discriminatory or is racially offensive.
- c. You must not do anything which infringes our intellectual property rights or those of any third party.
- d. You must not use the App or Services for or to facilitate any illegal or prohibited purpose, including fraud and money laundering;
- e. You must not create a false identity or submit inaccurate, false or misleading information.
- f. You must not transmit any unsolicited advertising such as spam or junk mail.
- g. You must not knowingly introduce viruses, malware, trojans, worms, logic bombs or other material which is malicious or technologically harmful in any way.
- h. You must not damage, disable, overburden, impair or compromise our systems or security or interfere with other Users.
- i. You must not modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the App or any related software.
- j. You must not transfer or sell your Account, Wallets, security details or password to anyone.
- k. You must not attempt to gain unauthorised access to our systems or information, or the server on which our Services run or any server, computer or database connected to our Services.
- l. You must not make any commercial use of the Services, or use the App or your Account to provide services to third parties (whether for commercial gain or otherwise).
- m. You must not use the Services in a way that facilitates or supports human trafficking in any way.
- n. You must not make use of any data extraction, scraping, mining or other data gathering tools.
- o. You must not conduct fraudulent activities, including in the process of opening or accepting transfers to and from your Wallets on the App.
- p. You must not violate or attempt to violate the security of the App, nor facilitate or attempt to facilitate such violation.
- q. You must not cause or assist third parties to engage in the restricted activities above.
- r. You must not setup or attempt to setup more than one account.

It shall be entirely within our discretion whether any of the uses above has been breached by a particular set of circumstances. If you become aware of any violation of this Acceptable Use Policy, please contact Zumo at

support@zumo.money. Zumo will investigate all reports.

If a User violates any of the terms of this Acceptable Use Policy, Zumo may immediately and without prior notice terminate that User's Account, suspend or terminate access or take any other appropriate action, including legal action or reporting the breach to law enforcement agencies.

Other Obligations

You shall not infringe our rights, including intellectual property rights we may have in our Services;

You shall provide Zumo and the App with all relevant and accurate information, including any addresses or public keys, required to deduct the Fees from your Wallets. We will never ask for private keys or for access to your Non-Custodian Wallet.

You are responsible for complying with any and all laws, rules and regulations which apply in your jurisdiction in respect of your use of the Services. We will not be responsible for the execution or payment of tax obligations, or calculation and transfer of taxes applied to you.

OTHER TERMS

Your data

We may use any non-personal, anonymised data you upload to, or otherwise generated by, our App in our sole discretion.

You provide to us a non-exclusive, irrevocable, perpetual, royalty free, fully paid up, sub-licensable, transferable right and licence to use, display, distribute, perform, transmit, copy, modify, delete, adapt and publish such data.

Intellectual Property Rights

We own or validly licence all intellectual property rights in our Services, the App and our website. You accept and acknowledge that the material and content in the App and our website is for your own personal, lawful and non-commercial use and that you may only use such material and content for the purpose of using our App or website.

Except to the extent set out in the Agreement, or otherwise agreed in writing between us, you are not permitted to use such intellectual property rights. You have no right to use any of the Zumo trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

Availability of App and Services

We would like to make the Services available 24 hours a day, seven days a week, except for planned or unplanned maintenance, however we do not make any guarantees as to availability. We shall try to ensure that all maintenance is carried out during reasonable hours.

Zumo reserves the right to modify or terminate the App or the Services, to limit or deny your access to the App or Services, at any time, in its sole discretion, for any reason, with or without notice and without liability to you. You may discontinue your use of the Services at any time.

We may cease to offer the App and/or Services at any time for any reason, with or without notice to you and we do not make any representations, promises or guarantees in relation to the availability of the App or the Services at any time. Zumo has no express or implied obligation to you to make available or otherwise offer

the Services or the App. We may also refuse to process or cancel any pending transaction for any reason, including but not limited to, if we are required by law, regulation or any court or other authority to which we are subject in any jurisdiction. We shall endeavour to respond to all support queries within ten working days (based on UK time).

You are solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres. We are not liable for any delays, delivery failures and any other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

Account Cancellation or Termination

You may cancel your Account at any time, but if you have a Custodian Wallet and/or e-Money Account then you must withdraw all Virtual Currency from your Custodian Wallet and GBP from your e-Money Account before we can process your request. To cancel your Account, use the 'delete account' functionality within the App or contact us at support@zumo.money.

We reserve the right in our sole discretion to terminate or suspend your Account without notice if you are in breach of this Agreement, we are required by law to do so or we are no longer able to provide you with access to the App or our Services in accordance with these Terms, or we have reason to believe that you are in breach or are otherwise using the App or our Services in a manner inconsistent with these Terms.

Unless prohibited by legal or regulatory obligations, when we terminate your Account:

- a. Should you have any GBP in your e-Money Account we will withdraw it to your Linked Account.
- b. Should you have any Virtual Currency in your Custodian Wallet:
 - i) Should you have an e-Money Account, we will exchange your Virtual Currency into GBP at the market value at the time of that exchange and withdraw it to your Linked Account.
 - ii) Should you not have an e-Money Account, but you do have a Non-Custodian Wallet, we will transfer the Virtual Currency to your Non-Custodian Wallet.
 - iii) Should you have neither an e-Money Account nor a Non-Custodian Wallet, we will transfer the Virtual Currency to the source address it was received from.

On cancellation or termination of your Account, your right to use the Services shall immediately cease.

Disclaimer

The Services are provided on an 'as is' and 'as available' basis and to the extent permitted under Scots law, without warranties of any kind. In particular we make no warranty that the Services shall meet your requirements or expectations or that it will be error free.

By accepting these Terms or using the Services, you understand and acknowledge that the Services are made available on an "as is" or "as available" basis. The Services may contain bugs, errors, and other problems. You accept responsibility for all risks and all costs associated with your use of the Services, including, without limitation, any internet access fees, back-up expenses, costs incurred for the use of your device and peripherals, and any damage to any equipment, software, information or data. In addition, Zumo is not obliged to provide any maintenance, technical or other support for the Services.

Limitation of Liability

Zumo shall not be liable for any cryptocurrency you store or otherwise attempt to store on the App.

To the extent permitted by law, in no event shall Zumo, its affiliates and service providers, or any of their respective officers, directors or agents, employees or representatives, be liable under or in connection with this Agreement, whether in contract, delict (including negligence or breach of statutory duty) or otherwise:

A) in relation to any Exchange Transaction, for any amount greater than the value of that Exchange Transaction valued in Great British Pounds at the time that the Exchange Transaction took place; or

B) otherwise for any amount greater than FIVE THOUSAND POUNDS (£5,000) STERLING, and in either case for any indirect or consequential loss or damage, howsoever arising, or for any loss of revenues, profits, goodwill or anticipated savings, or loss or corruption of data.

All transfers undertaken between you and any third party (including other Zumo Users) are contracts between you and those parties, and not with Zumo or any of its affiliates. Zumo shall have no liability for any breach of agreement with you and any third party. In the case of such a breach, your sole remedy is against the third party, and not Zumo.

We do not verify or moderate any information made available by Users to others through the App and we have no liability for any such information, including any errors or omissions in relation to such information.

We do not exclude or limit in any way our liability for:

- a. death or personal injury caused by our negligence;
- b. fraud or fraudulent misrepresentation; or
- c. any other loss which cannot be excluded under the laws of Scotland,

but otherwise, to the extent permitted by law, we shall not have any liability in relation to any loss, claim or damage arising from or related to the use or provision of the App or Services.

This section shall survive termination of the Agreement.

Indemnity

You agree to indemnify us against all claims, loss or damage which we sustain or are likely to sustain as a consequence of:

- a. your breach of this Agreement;
- b. your violation of applicable laws, rules or regulations in connection with the App or Services;
- c. you exchanging private keys on the App or otherwise making your Wallets available on the App contrary to this Agreement.

Events beyond your or our control

If by reason in whole or in part of any Force Majeure Event, either you or Zumo is delayed or prevented from complying with this Agreement, then such delay or non-compliance shall not be deemed to be a breach of this User Agreement and no loss or damage shall be claimed by you or Zumo by reason of that Force Majeure Event.

“**Force Majeure Event**” means any event beyond the party’s reasonable control, including, but not limited to: flood, extraordinary weather conditions, earthquake, or other act of God, pandemics and epidemics, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure,

failure in bank performance, or equipment or software malfunction including network splits or “forks” or unexpected changes in a computer network upon which the Services rely.

Your responsibility for taxes and other duties

It is your responsibility to determine what, if any, taxes apply due to your use of the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority.

We are not responsible for determining whether taxes apply to your Virtual Currency transactions or for collecting, reporting, withholding or remitting any taxes arising from any Virtual Currency transactions.

OTHER IMPORTANT TERMS

We may transfer this Agreement to someone else

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens. If you are unhappy with the transfer you may contact us to end your Agreement.

You need our consent to transfer this Agreement to someone else

You are not entitled to transfer or assign your rights and obligations under the Agreement to anyone else without our prior written advance permission.

Nobody else has any rights under this contract

The Agreement is between us and you. No other person shall have any rights to enforce any of its terms.

If a court finds part of this contract illegal, the rest will continue in force

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later

If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the Agreement, that will not mean that you do not have to do those things. It will also not prevent us taking steps against you at a later date.

Documents comprising our agreement with you

These Terms and any documents referred to within these Terms constitute the entire agreement between you and us with respect to the subject matter described and shall supersede all prior agreements and undertakings, written or oral, among you and us.

Disputes

If there are any disputes arising out of your use of the Services or relating to the Agreement then these shall be governed by the laws of Scotland.

You can bring legal proceedings in the Scottish Courts. If you live in England and Wales, you can bring legal proceedings in respect of the Agreement in either the Scottish or the English and Welsh courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the Scottish courts.

INTRODUCED CLIENT SCHEDULE

MODULR INTRODUCED CLIENT TERMS OF BUSINESS

BACKGROUND

Modulr is a provider of Modulr Products (as described to you by Partner Platform), which includes the provision of an electronic money account for businesses and associated payment services. The electronic money account is provided by Modulr FS. These Introduced Client Terms of Business govern the Modulr Products that Modulr agrees to provide to the Introduced Client.

These Introduced Client Terms of Business (including all the attached Schedules), together with the Modulr Account Terms and Conditions set out the terms on which the Modulr Products are provided and constitute the Agreement between Modulr, Modulr FS and the Introduced Client.

THE PARTIES AGREE AS FOLLOWS:

1. Interpretation

- 1.1. In these Introduced Client Terms of Business: (a) a reference to a clause is a reference to a clause in these Introduced Client Terms of Business; (b) headings are for reference only and shall not affect the interpretation of these Introduced Client Terms of Business; (c) the singular shall include the plural and vice versa; (d) a reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns; (e) a reference to a party shall include its personal representatives, successors and permitted assigns; (f) reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2. Modulr Products

- 2.1. Modulr will make available to the Introduced Client such products that are provided to the Partner Platform and, as described by Partner Platform in the application process.
- 2.2. The Introduced Client agrees to the Partner Platform providing all such information to Modulr who will check and verify the identity of the Introduced Client, its directors, beneficial owners and Authorised Users as required by law.
- 2.3. The Introduced Client acknowledges that a search of the electoral register may take place for anti-money laundering purposes on the individuals listed in clause 2.2 above.
- 2.4. The Introduced Client acknowledges that a "soft footprint" search may be placed on the electronic files of the individuals noted in clause 2.2 above by the Credit Reference Agencies and their personal details may be accessed by third parties for the specific purpose of anti-money laundering and countering the financing of terrorism (AML/CFT), identity verification and fraud prevention.
- 2.5. The Account and Cards (where applicable) are provided by Modulr FS to the Introduced Client in accordance with the Modulr Account Terms and Conditions. Modulr Products provided to the Introduced Client under this Agreement are for the sole use by the Introduced Client.
- 2.6. The Introduced Client can use the Account and Cards (where applicable) to make Transactions on the terms and conditions set out in the Modulr Account Terms and Conditions. A record of all

Transactions relating to the Account can viewed on the Website or accessed via the Partner Platform (as applicable).

- 2.7. The Introduced Client shall promptly notify Customer Services as soon as it becomes aware login and security information enabling access to its Modulr Products have been lost, stolen or compromised.
- 2.8. From time to time Modulr may carry out additional checks on the Introduced Client, including the identity of its directors, beneficial owners and the nature of its business in accordance with its Due Diligence Procedure and as required by law. Modulr may contact the Introduced Client or the Partner Platform (as applicable) for such purposes. The Introduced Client agrees to provide such information as necessary.
- 2.9. The Introduced Client shall comply with all legislation and regulation as it applies to the Introduced Client. Any failure to comply with relevant legislation or regulation shall be considered a material breach of the Agreement and may result in Modulr discontinuing the provision of the Modulr Products as set out in clause 6.4.
- 2.10. The Introduced Client shall implement as appropriate Modulr's reasonable security recommendations it notifies to the Introduced Client from time to time.

3. Authorised Users

- 3.1. Access to the Modulr Products is restricted to individuals that have been designated by the Introduced Client as Authorised Users.
- 3.2. The Introduced Client must notify Modulr of all individuals it wishes to be an Authorised User.
- 3.3. Each Authorised User is permitted to access and use the Modulr Products in accordance with these Introduced Client Terms of Business.
- 3.4. The Introduced Client will be responsible for training its Authorised Users in the appropriate use of Modulr Products.
- 3.5. The Introduced Client shall ensure its Authorised Users;
 - 3.5.1 take all reasonable care to ensure Modulr Product access credentials, including login details to the Website, where applicable, are kept confidential to each Authorised User; and
 - 3.5.2 do not share any information that would enable another party to access the Introduced Client's Account.
- 3.6. The Introduced Client acknowledges and agrees that each Authorised User is authorised by the Introduced Client to act on its behalf. Modulr shall deem any instruction given by an Authorised User is an instruction given by the Introduced Client.
- 3.7. The Introduced Client will be responsible for timely notification to Modulr of any revocation of Authorised User access and will be liable for Transactions made, Fees incurred and use of Modulr Products by an Authorised User until Modulr has had one full Business Day to act on any received notice. This clause shall not apply to Introduced Clients accessing Modulr Products via the Partner Platform.
- 3.8. Where the Introduced Client accesses Modulr Products through a Partner Platform, such Partner Platform will be considered the Authorised User. In this instance if additional Authorised Users are required they must be requested by the Partner Platform. The use of a Partner Platform to access the Modulr Products by the Introduced Client are set out in further detail below.

4. Accessing Modulr Products through a Partner Platform

- 4.1. In the event the Introduced Client utilizes a Partner Platform to access Modulr Products, the Introduced Client agrees and authorises the Partner Platform to instruct Modulr to access and use the Modulr Products on behalf of the Introduced Client, which shall include but not be limited to making Transactions, viewing and retrieving Transaction data, initiating refunds and closing the Account.
- 4.2. The Introduced Client acknowledges and agrees that Modulr shall have no liability whatsoever with respect to the performance, availability or quality of any Partner Platform.
- 4.3. The Introduced Client acknowledges and agrees to the following:
 - 4.3.1. it must satisfy itself that its Platform Partner Agreement grants the Partner Platform all permission necessary to operate the Account on the Introduced Client's behalf;
 - 4.3.2. the Platform Partner will be granted full access to operate the Introduced Client's Account as an Authorised User of the Introduced Client;
 - 4.3.3. it is responsible for monitoring Partner Platform activities on its Account. Any queries relating to such activities will be raised with the Partner Platform directly and settled between Partner Platform and the Introduced Client;
 - 4.3.4. the Introduced Client has no recourse against Modulr for any act or omission of the Partner Platform with respect to its Account;
 - 4.3.5. the Introduced Client understands it can only access its Account to make Transactions, review Transactions made or otherwise use Modulr Products through the service provided by the Partner Platform; and
 - 4.3.6. it will only use the Account for the purpose set out in the Partner Platform Agreement.
- 4.4. On receipt of notification by Modulr from the Partner Platform that it wishes to terminate this Agreement, this Agreement shall terminate. Any funds in the Introduced Client's Account will be returned in accordance with the terms of the Modulr Account Terms and Conditions.
- 4.5. If the Introduced Client has any complaint or concern relating to the Account or other Modulr Products, such complaint or concern shall be raised directly to the Partner Platform, who shall deal with it in accordance with Modulr's Complaints Policy, a copy of which is available on request from the Partner Platform and on the Website.

5. Customer Services

- 5.1. The Introduced Client can contact Customer Services if it has any queries about the Modulr Products. Information may be requested from the Introduced Client, including but not limited to, its Authorised Users, Cardholders or Transaction information so that it can verify the identity of an Authorised User, the Cardholder and/or the Modulr Products provided to such Introduced Client.
- 5.2. Any information shared by the Introduced Client will be kept strictly confidential. Where such information is provided in connection to a service provided by a third party, for example, the Account, then the Introduced Client's information will only be used in accordance with instructions of such third party and only for the purpose of providing Customer Services to the Introduced Client on behalf of such third party.
- 5.3. As part of Modulr's commitment to providing a quality customer service, its managers periodically monitor telephone communications between its employees and Introduced Clients to ensure that Modulr's high quality service standards are maintained. The Introduced Client

consents to such monitoring and recording of telephone communications and agrees to make its Authorised Users aware of such practice.

6. Term and Termination

- 6.1. This Agreement shall commence on the date the Introduced Client receives confirmation from Modulr or the Partner Platform (where applicable) of its successful application for Modulr Products and shall continue until terminated by the Introduced Client, Partner Platform (if acting on behalf of the Introduced Client) or Modulr.
- 6.2. The Introduced Client or the Partner Platform (where applicable) may terminate this Agreement immediately by notifying Customer Services in writing by post or email.
- 6.3. Modulr may terminate this Agreement and close the Introduced Client's Account(s) by providing the Introduced Client with at least two months' notice.
- 6.4. Modulr may suspend or terminate this Agreement immediately if, for any reason, the Introduced Client (i) is unable to satisfy the Due Diligence Procedures, (ii) for breach of this Agreement, (iii) has provided false, incomplete or misleading information, (iv) has engaged in fraudulent, money laundering, terrorism financing or other illegal activity or we have reasonable suspicions in respect of same or (v) we are required to do so under any applicable law or regulation or at the direction of any regulatory, law enforcement or other competent authority. Modulr shall notify you as soon as possible, unless prohibited by law, of such suspension or termination of the Agreement.
- 6.5. This Agreement will automatically terminate when all Accounts of the Introduced Client are closed (for any reason).
- 6.6. Modulr may terminate or suspend this Agreement in whole or in part immediately by giving written notice to the Introduced Client if Modulr ceases to provide Cards pursuant to the provisions of Schedule 1.
- 6.7. On termination of this Agreement for any reason, any balance remaining in the Introduced Client's Account(s) shall be returned to the Introduced Client in accordance with the Modulr Account Terms and Conditions. The Introduced Client shall pay immediately all outstanding Fees due (where applicable) under this Agreement and in the event of a negative balance in an Account, shall reimburse Modulr FS such amount equal to the negative balance.

7. Intellectual Property

- 7.1. The Introduced Client acknowledges all Intellectual Property Rights in the Modulr Products are owned by or provided under licence to Modulr. Modulr grants the Introduced Client a non-exclusive, royalty-free licence for the duration of this Agreement to access and use the Modulr Products only for the purpose contemplated by this Agreement.
- 7.2. Nothing in this Agreement shall operate to create or transfer any Intellectual Property Right to the Introduced Client.

8. Force Majeure

- 8.1. Modulr and/or Modulr FS will not be liable for the non-performance or failure to provide any part of the Modulr Products occurring as a result of any events that are beyond the reasonable control of Modulr, for example, but not limited to, fire, telecommunications or internet failure, utility failure, power failure, equipment failure, employment strife, riot, war, terrorist attack,

non-performance of third party suppliers, acts of God such as storm or lightning damage, or other causes over which Modulr and/or Modulr FS has no reasonable control.

9. Assignment Transfer and Subcontracting

9.1. The Modulr Products provided to the Introduced Client are personal to the Introduced Client.

The Introduced Client may not novate, assign or otherwise transfer this Agreement, any interest or right under this Agreement (in whole or in part) without the prior written consent of Modulr.

9.2. The Introduced Client agrees Modulr may, in its sole discretion, assign, or transfer some or all of its rights and obligations or delegate any duty of performance set out in the documents forming this Agreement. Modulr may subcontract any of its obligations under this Agreement.

9.3. In the event of any transfer of this Agreement by Modulr to another service provider; if the Introduced Client does not want to transfer to the new provider, the Introduced Client must notify Modulr of its objection in writing to Customer Services. On receipt of such notification, Modulr it will terminate this Agreement. Any balance remaining in the Introduced Client's Account(s) will be returned to the Introduced Client in accordance with the redemption procedure set out in the Modulr Account Terms and Conditions.

9.4. It is acknowledged by the Introduced Client that Modulr enters into this Agreement on its own behalf and as agent for and on behalf of Modulr FS with respect only to clauses 10 and 14 of these Introduced Client Terms of Business.

10. Liability

10.1. Nothing in this Agreement will operate to limit either party or its agent's liability with respect to fraud or for death or personal injury resulting from negligence, in either case whether committed by that party or its employees, agents or subcontractors.

10.2. Modulr and Modulr FS makes no warranty that access to and use of the Modulr Products will be uninterrupted or error free.

10.3. The Introduced Client acknowledges and agrees that Modulr and/or Modulr FS are not liable to the Introduced Client for any loss, liability or damages the Introduced Client suffers which result from, are related to, or in any way are connected with any fraud control, restriction measures or other measures implemented from time to time including as require, unless such loss, liability or damage is a direct result of Modulr and/or Modulr FS's fraud, gross negligence or willful misconduct in procuring the implementation of fraud control or purchase restriction measures that Modulr has expressly agreed in writing to procure for the Introduced Client.

10.4. Modulr and Modulr FS shall not be liable to the Introduced Client for any loss or damage the Introduced Client may suffer as a result of any act or omission of an Authorised User or Cardholder or an Authorised User's or Cardholder's use of or inability to use of the Modulr Products.

10.5. The Introduced Client agrees to indemnify Modulr and Modulr FS against any and all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings Modulr and/or Modulr FS directly or indirectly incurs or which are brought against Modulr if the Introduced Client, or an Authorised User, or a Cardholder has acted fraudulently, been negligent or has misused a Modulr Product or any of the services provided under this Agreement.

10.6. Modulr and/or Modulr FS shall not be responsible in any way for any interest or claims of any third parties in respect of the Modulr Products, except as required by law or regulation.

11. Reports

- 11.1. Modulr may make available certain management or other reporting or business administration functionality via the Website.
- 11.2. Modulr may from time to time amend, modify, replace or withdraw in whole or in part such reporting it provides without further notice.

12. Data Privacy

- 12.1. Modulr will collect and retain personal information about the Introduced Client and each Authorised User and Cardholder to enable Modulr to deliver the Modulr Products, the services linked to it and deal with any enquiries that the Introduced Client may have about it. Modulr is the data controller of the personal information gathered by Modulr for such purpose. If Modulr uses a third party to provide a part of the Modulr Product then that provider will be the owner and controller of the personal information they require to collect in order to operate the relevant service. The use of personal information by third-party service providers will be set out in their service terms and conditions of use. Modulr will, at such third-party provider's direction, process personal data on its behalf, for example, to enable Modulr to provide Customer Services to the Introduced Client.
- 12.2. Modulr processes personal information in accordance with relevant laws on the protection of personal data.
- 12.3. If Modulr transfers the Introduced Client's information to a third party in a country outside of the European Economic Area Modulr will ensure that the third party agrees to apply the same levels of protection that Modulr is legally obliged to have in place when Modulr processes personal data.
- 12.4. Further information about how Modulr uses personal information can be found in Modulr's Privacy Policy; please contact Customer Services for a copy of this.

13. Changes to the Agreement

- 13.1. Modulr may amend or modify this Agreement by giving no less than two (2) months' notice to the Introduced Client unless Modulr is required to make such a change sooner by law. All proposed changes will be posted on the Website and communicated to the Introduced Client by such other means that Modulr agreed with the Introduced Client, for example by email. If the Introduced Client is accessing Modulr Products via a Partner Platform, all notifications will be communicated via such Partner Platform.
- 13.2. The Introduced Client has no obligation to accept such amendments proposed by Modulr.
- 13.3. The Introduced Client will be taken to have accepted any change to this Agreement that Modulr notifies to the Introduced Client unless the Introduced Client tells Modulr otherwise before the relevant change takes effect. In such circumstance, Modulr will treat notice of objection by the Introduced Client as notification that the Introduced Client wishes to terminate this Agreement and the use of all Modulr Products immediately. All Accounts of the Introduced Client will be closed and any balance remaining in the Introduced Client's Account will be returned to the Introduced Client in accordance with the redemption procedure set out in the Modulr Account Terms and Conditions. In this circumstance the Introduced Client will not be charged a fee for the Account closure and return of any balance.

14. General

- 14.1. In these Introduced Client Terms of Business, headings are for convenience only and shall not affect the interpretation of these Introduced Client Terms of Business.
- 14.2. Any delay or failure by Modulr to exercise any right or remedy under this Agreement shall not be interpreted as a waiver of that right or remedy or stop Modulr from exercising its rights at any subsequent time.
- 14.3. In the event that any part of this Agreement is held not to be enforceable, this shall not affect the remainder of the Agreement which shall remain in full force and effect.
- 14.4. The Introduced Client shall remain responsible for complying with this Agreement until its Account(s) are closed (for whatever reason) and all sums due under this Agreement have been paid in full.
- 14.5. This Agreement is written and available only in English and all correspondence with the Introduced Client shall be in English.
- 14.6. This Agreement is governed by the laws of England and the Introduced Client agrees to the non-exclusive jurisdiction of the English courts.

Schedule 1: Card Obligations

1. Introduction

1.1. The terms of Schedule 1 shall apply where Virtual Cards and/or Physical Cards are included within the Modulr Products.

2. Transactions Disputes and Chargebacks

2.1. For the purposes of these Introduced Client Terms of Business, a “**Chargeback**” means a refund of a Card Transaction after the Introduced Client (or Modulr FS on its behalf) successfully disputes the Card Transaction as permitted by the Card Scheme rules.

2.2. The Introduced Client shall provide Modulr all relevant information in relation to Virtual Card Transaction as may be required by Modulr to resolve the dispute in accordance with applicable law and, where applicable, to raise a Chargeback in accordance with Card Scheme rules.

2.3. The Introduced Client agrees that Card Scheme’s decision on the validity of the Chargeback is final and binding and that in the event a Chargeback is not successful or is subsequently reversed the Introduced Client will be liable for the amount of the disputed Card Transaction.

2.4. Modulr shall at its discretion not refund a Chargeback to the Introduced Client until the relevant challenge periods have passed under the relevant Card Scheme rules unless it is required to do under relevant law or regulation.

3. Cardholders

3.1. Where corporate Cards are made available to the Introduced Client as part of Modulr Products, Introduced Client will be able to designate individuals as Cardholders permitted to use certain Cards.

3.2. The Introduced Client must notify Modulr of all individuals it wishes to be Cardholders and shall not permit any other person to use the Cards.

3.3. The Introduced Client shall be responsible for ensuring that each Cardholder is informed of the Modulr Account Terms and Conditions as they apply to the Cards and the Introduced Client shall ensure that the Cardholder complies with them.

3.4. In addition to clause 3.3 above, Introduced Client shall be responsible for ensuring that each Cardholder reads and accepts the Modulr Corporate Cardholder Terms and Conditions, which shall be made available to the Cardholder by the Introduced Client. Introduced Client shall keep a record of each Cardholder’s confirmation given in accordance with this clause and shall promptly make such records available to Modulr on request.

3.5. The Introduced Client shall ensure its Cardholders take all reasonable care to keep any security credentials relating to the use of Cards, such as PIN or any access or similar codes, where applicable, confidential and in accordance with the Modulr Account Terms and Conditions and Corporate Cardholder Terms and Conditions. Where Modulr enables Cards to be registered/stored within third party apps/devices, the security credentials relating to those third party apps/devices will also be deemed to be security credentials relating to the use of Cards.

3.6. The Introduced Client acknowledges and agrees that each Cardholder is authorised by the Introduced Client to act on its behalf. Modulr shall deem any instruction given by a Cardholder with respect to Card Transactions as an instruction given by the Introduced Client and the Introduced Client shall be responsible for all actions and the use of Physical Cards by any Cardholder.

3.7. In the event of any changes to this Agreement, Modulr Account Terms and Conditions and/or the Modulr Corporate Cardholder Terms and Conditions, or if the Introduced Client’s Account and/or Card is suspended, cancelled or terminated, it is the Introduced Client’s responsibility to communicate any such changes and/or any information regarding the suspension, cancellation or termination to each Cardholder.

4. Withdrawal of Cards; Change of Card Scheme; and Conditions for Tokenisation Services

4.1. Modulr reserves the right to:

- 4.1.1. cease providing Cards as part of Modulr Products for any reason;
 - 4.1.2. provide Cards issued under a different Card Scheme ; and
 - 4.1.3. cease or amend the ability for Cards to be registered/stored within one or more third party apps/devices.
- 4.2. Modulr shall provide to Introduced Client tokenisation services subject to, where applicable, prior approval of the Introduced Clients by the relevant tokenisation provider (Apple Pay and/or Google Pay). Modulr shall not be liable to the Introduced Client in the event approval is not granted or is later withdrawn by the relevant tokenisation provider.

**Schedule 2 – Direct Debit Collection Service
[NOT USED]**

**Schedule 3 – Direct Debit Mandate Service
[NOT USED]**

Schedule 4 – PIS Terms and Conditions

1. INTRODUCTION

1.1 The terms of Schedule 4 shall apply where the PIS is included within the Modulr Products provided to you.

1.2 These PIS Terms and Conditions, alongside the Modulr Account Terms and Conditions form the agreement between Modulr FS and you and sets out the terms that apply to your use of PIS as defined below.

1.3 We are authorised by the Financial Conduct Authority (FRN 900573) for the issuance of electronic money and providing payment services, including payment initiation services.

1.4 Unless expressly stated in this Schedule 4, the definitions contained in this Agreement shall apply to this Schedule 4.

2. DEFINITIONS

Account Servicing Payment Service Provider or ASPSP – the third party payment service provider, such as a bank, with whom you or the End User holds an online payment account (Source Account) which we will access when you use PIS;

End User – means your customer who wishes to purchase your goods and/or services using PIS, and who holds a Source Account;

Information – in relation to PIS, means any information related to you, and any personal information related to the End User;

Payment Initiation – means either (i) a payment order initiated at your request from your Source Account to your Modulr Account ; or (ii) a payment order initiated at the request of an End User from their Source Account to your Account;

Payment Initiation Service or PIS – means a service to initiate a payment from a Source Account, as more particularly described in clause 3.

Source Account – a payment account accessible online which you or an End User holds with an ASPSP;

Standing Order – a regular, recurring Payment Initiation as instructed by an End User.

3. OUR SERVICES

3.1 You can only use PIS if you have an Account. You can continue to use PIS as long as you continue to hold an Account.

3.2 You will be able to use our API to:

3.2.1 add funds to your Modulr Account from a Source Account;

3.2.2 allow an End User to initiate a payment from a Source Account to your Account; and

3.2.3 allow an End User to set up a Standing Order from their Source Account to your Account.

3.3 When using PIS to add funds to your Modulr Account, we will provide you with a redirection URL which will redirect you to your ASPSP, where you can log in using you ASPSP credentials and consent to the Payment Initiation from your Source Account.

3.4 For End Users, we will provide you with a redirection URL to provide to the End User to redirect them to their ASPSP, where they can log in using their ASPSP credentials and consent to the Payment Initiation from their Source Account.

3.5 We are not responsible for the services or provided by the ASPSP. The services provided in relation to the Source Account are subject to a separate agreement between you and your ASPSP, or the End User and their ASPSP.

4. END USERS

4.1 You will only allow End Users to request Payment Initiations and Standing Orders in accordance with these PIS Terms and Conditions and the End User Terms and Conditions (contained at Annex 1 to this Schedule 4).

4.2 You will ensure that End Users have read and accepted the End User Terms and Conditions prior to the End User using PIS.

4.3 You will keep a record of each End User's confirmation given in accordance with clause 4.2 above and shall promptly make such records available to Modulr on request.

4.4 You acknowledge that an End User may revoke their consent to process Payment Initiations or Standing Orders at any time, and Modulr shall not be liable to you for failing to provide the Information requested by you.

4.5 We will not be able to revoke a transfer from a Source Account once it has been confirmed by an End User.

4.6 Once an End User requests us to initiate a payment from a Source Account, Modulr will make the following information available to you and you must provide it immediately to the End User:

4.6.1 a confirmation that the payment has been successfully initiated with the End User's ASPSP;

4.6.2 a reference to identify the payment transaction and any information transferred with the payment order; and

4.6.3 the amount of payment.

4.7 Where applicable, you will comply with Modulr's PIS Customer Requirement Guidelines as provided to you by Partner Platform and as may be amended from time to time.

5. ACCOUNT TOP UP

5.1 You may use PIS to make a payment initiation for the purpose of adding funds to your Modulr Account.

5.2 When you request us to initiate a payment from your Source Account, Modulr will make the following information available to you:

5.2.1 a confirmation that the payment has been successfully initiated with your ASPSP;

5.2.2 a reference to identify the payment transaction and any information transferred with the payment order; and

5.2.3 the amount of payment.

6. SECURITY

6.1 You must not allow another person to use security information necessary to use PIS;

6.2 We can restrict or suspend your ability to use PIS, including refusing to initiate the payment from a Source Account, if we are concerned about the security of your access to the Online Portal or the API, using PIS is causing or could cause a breach of these Terms and Conditions or if we have reasonable grounds for suspecting that you or a third party has committed or is about to commit a crime or other abuse in connection with your use of our API or Online Portal.

6.3 If we restrict or suspend your use of PIS or refuse to initiate the payment from a Source Account, we will, without undue delay and provided we are legally permitted to do so, notify you. If possible, we will provide the reasons for this and where it is possible will provide reasons for the restriction or suspension and where those reasons relate to factual matters, the procedure of rectifying any factual errors that led to the restriction or suspension. Where we need to contact you, we will use the contact details associated with your Account, such as email, or telephone. You should inform us without delay if your contact details change.

7. DISPUTES AND INCORRECT TRANSACTIONS

7.1 If you or the End User have a reason to believe that a payment from a Source Account initiated by us was unauthorised or was made incorrectly, , the owner of the Source Account (i.e. you or the End User, as the context allows) should contact their ASPSP to resolve their query and we will cooperate with the

ASPSP's investigation in to such payment. Where we believe that the incorrect payment was due to our error in respect of the part of the Payment Initiation we were responsible for, we will refund the incorrectly initiated payment back to the original Source Account.

7.2. You will be liable for all payments initiated through our API or Online Portal if you have acted fraudulently or with gross negligence (for example failed to keep your security information such as but not limited to the Online Portal log in details and API security details or Source Account credentials safe).

8. YOUR LIABILITY

8.1 You are responsible for understanding and complying with these PIS Terms and Conditions.

8.2 You agree to indemnify and hold harmless, us, Modulr and our distributors, partners, agents, sponsors, and service providers and their group companies from and against the costs of any legal action (including any loss arising from action taken by a Regulator) taken to enforce these PIS Terms and Conditions and/or any breach of these PIS Terms and Conditions by you, including in respect of any non-compliance with clauses 4.2 and 4.3 of these PIS Terms and Conditions.

9. OUR LIABILITY

9.1 In addition to our liability set out in the Modulr Account Terms and Conditions (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise), where a Payment Initiation is incorrectly made from a Source Account due to our default, our liability shall be limited as appropriate (i) to refund to you an equivalent amount to which was incorrectly deducted from your Source Account; or (ii) to refund to the End User of an equivalent amount to that which was incorrectly deducted from their Source Account.

10. TERMINATION

10.1 These PIS Terms and Conditions will apply each time you use PIS in relation to your Account.

10.2 We can terminate your access to PIS at any time if we give you two months' notice.

10.3. We can terminate your access to PIS at any time with immediate effect (and until your default has been remedied or these Terms and Conditions terminated) without any prior notice to you if:

10.3.1 we discover any of the Information that we hold for you is incorrect; or

10.3.2 if we have reason to believe that you or a third party has committed or is about to commit a crime or other abuse (including fraud) in connection with your use of PIS; or

10.3.3 you have breached these Terms and Conditions.

ANNEX 1 TO SCHEDULE 4 – End User PIS Terms and Conditions

Important information you need to know

These End User PIS Terms and Conditions (“**Terms and Conditions**”) form the agreement between Modulr FS and you and sets out the terms that apply to your use of PIS as defined below.

Please read these Terms and Conditions carefully before you agree to use PIS provided by us.

By using PIS, you accept the terms of these Terms and Conditions. If there is anything you do not understand, please contact Customer Services using the contact details set out below. You can also request a copy of these Terms and Conditions at any time by contacting Customer Services.

1. DEFINITIONS

Account Servicing Payment Service Provider or ASPSP – the third party payment service provider, such as a bank, with whom you hold an online payment account (Source Account) which we will access when you use our Service.

Customer Services - the contact centre for dealing with queries about our Services, who can be contacted at support@modulrfinance.com or 0303 313 0060.

Data Protection Laws – the following, to the extent they are applicable to a party: the General Data Protection Regulation (EU) 2016/679, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy (as amended or replaced from time to time), including where applicable the guidance and codes of practice issued by the Information Commissioner (in the United Kingdom) or other applicable supervisory authority.

Information – means any personal information related to you

Merchant - the entity legally responsible for the Modulr Account, from whom you are purchasing goods or services.

Modulr – Modulr Finance Ltd, a company registered in England and Wales with number 09897957 and whose registered office is at Scale Space, 58 Wood Lane, London, W12 7RZ. Modulr Finance Ltd (FRN: 900699) is a registered agent of Modulr FS Ltd.

Modulr Account - the electronic account provided by us to the Merchant.

Payment Initiation Service or PIS – means a service to initiate a payment at your request from a Source Account held by you, as more particularly described in clause 3.1.

Source Account – a payment account accessible online which you hold with an ASPSP;

Standing Order - a regular, recurring Payment Initiation as instructed by you.

we, us, our or Modulr FS - Modulr FS Ltd, a company registered in England and Wales with number 09897919 and whose registered office is at Scale Space, 58 Wood Lane, London, W12 7RZ and who is regulated by the Financial Conduct Authority for issuance of electronic money under FRN 900573, or Modulr acting on Modulr FS Ltd’s behalf.

you, your - the payee who wishes to use PIS to send funds to a Merchant’s Modulr Account.

2. SCOPE OF THESE TERMS AND CONDITIONS

2.1 These Terms and Conditions apply to your use of PIS. We are authorised by the Financial Conduct Authority (FRN 900573) for the issuance of electronic money and providing payment services, including payment initiation services. Your rights and obligations relating to the use of PIS are subject to these Terms and Conditions between you and us.

2.2 These Terms and Conditions are written and available only in English and we undertake to communicate with you in English regarding any aspect of your use of PIS.

3. OUR SERVICES

3.1 You will be able to initiate a payment from your Source Account to the Merchant’s Modulr Account, or set up a Standing Order. You will need to select the linked Source Account and the amount when you ask us to initiate the payment.

3.2 We may use internet providers, web browsers and other third parties to access your Source Account held with the ASPSP, so that we can transmit the information relating to your Source Account or initiate the payment.

3.3 The services provided to you in relation to your Source Account are subject to a separate agreement between you and the ASPSP. We are not responsible for the services or provided to you by the ASPSP.

4. USING THE SERVICES

4.1 Each time you use our PIS, you are giving us your explicit consent to initiate the payment from your Source Account to the Modulr Account for the amount you select at the time of your request.

4.2 You will need to provide the same identifying information that you use when logging into to access your Source Account online with your ASPSP, such as your user name, password and/or other security information (such as answers to challenge questions or one-time-passcodes) (“**Security Credentials**”). You will need to provide your Security Credentials to:

4.2.1 link the Source Account; and

4.2.2 authorise a payment from your Source Account you have asked us to initiate.

4.3 We will not be able to revoke a transfer from your Source Account once you have confirmed it.

4.4 Once you request us to initiate a payment from your Source Account, the Merchant will provide:

- 4.4.1** a confirmation that the payment has been successfully initiated with your ASPSP;
- 4.4.2** a reference to identify the payment transaction and any information transferred with the payment order; and
- 4.4.3** the amount of payment.

5. STANDING ORDERS

5.1 You will be able to set up a Standing Order to make regular, recurring Payment Initiations to the Merchant's Modulr Account. When setting up a Standing Order, you are giving us explicit consent to initiate a regular, recurring Payment Initiations from your Source Account to the Modulr Account for the amount you select at the time of your request.

5.2 You must provide the following information to allow us to set up the Standing Order: the date of the first Payment Initiation, the amount of the Standing Order, and if the Standing Order is not open-ended, the date of the final Payment Initiation.

5.3 If you wish to amend or cancel a Standing Order, you must contact your ASPSP. Modulr is not able to amend or cancel Standing Orders and accepts no liability for Standing Orders which have been incorrectly amended or cancelled.

6. FEES

We will not charge you any fees for using PIS.

7. SECURITY

7.1 You must not:

- 7.1.1** allow another person to use security information necessary to use PIS;
 - 7.1.2** write down password(s) or any security information unless this is done in a way that would make it impossible for anyone else to recognise any of that information; or
 - 7.1.3** disclose passwords or any security information, or otherwise make them available to any other person, whether verbally or by entering them in a way that allows them to be observed by others.
- 7.2** We can restrict or suspend your ability to use PIS, including refusing to initiate the payment from your Source Account, if we are concerned that using PIS is causing or could cause a breach of these Terms and Conditions or if we have reasonable grounds for suspecting that you or a third party has committed or is about to commit a crime or other abuse in connection with your use of our PIS.
- 7.3** If we refuse to initiate the payment from your Source Account, we will, without undue delay and provided we are legally permitted to do so, notify you, via the Merchant. If possible, we will provide the reasons for this and where it is possible will provide reasons for the restriction or suspension and where those reasons relate to factual matters, the procedure of rectifying any factual errors that led to the restriction or suspension.

8. DISPUTES AND INCORRECT TRANSACTIONS

8.1 If you have a reason to believe that a payment from your Source Account initiated using our PIS was unauthorised or was made incorrectly, you can contact your ASPSP to resolve your query and we will cooperate with the ASPSP's investigation in to such payment. Where we believe that the incorrect payment was due to our error in respect of the part of the initiated payment we were responsible for, we will refund the incorrectly initiated payment back to the original Source Account.

8.2. You will be liable for all payments initiated through our PIS if you have acted fraudulently or with gross negligence (for example failed to keep your security information or Source Account Security Credentials safe).

8.3 In circumstances where payment is initiated from your Source Account by us is disputed by you or your ASPSP, if we require your support to enable us to establish the cause of the incorrectly initiated payment, you agree to provide us with all assistance that we reasonably require.

9. YOUR LIABILITY

9.1 You are responsible for understanding and complying with these Terms and Conditions.

9.2 It is your responsibility to keep the Merchant updated of changes to your Information, including e-mail address and mobile numbers. Failure to do so may result in us being unable to contact you regarding our PIS or to let you know about changes to these Terms and Conditions.

9.3 You agree to indemnify and hold harmless, us, Modulr and our distributors, partners, agents, sponsors, and service providers and their group companies from and against the costs of any legal action taken to enforce these Terms and Conditions and/or any breach of these Terms and Conditions by you.

10. OUR LIABILITY

10.1 Our liability in connection with these Terms and Conditions (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:

- 10.1.1** we shall not be liable for any default resulting directly or indirectly from any cause beyond our control;
- 10.1.2** we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
- 10.1.3** where payment is incorrectly initiated from your Source Account due to our default, our liability shall be limited to refund to you of an equivalent amount to that which was incorrectly deducted from your Source Account.

10.2 Nothing in these Terms and Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

10.3 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

10.4 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates and other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with these Terms and Conditions.

11. VARIATION

11.1 Each time you use our PIS you will be bound by the Terms of Service in force at that time.

11.2 From time to time, we may update these Terms and Conditions. If we do this then we will provide an updated copy to Merchants and you will be bound by those new terms the next time you use our PIS. If you do not agree to those changes you should not use our PIS.

11.3 If any part of these Terms and Conditions are inconsistent with any legal requirements then we will not rely on that part but treat it as if it did actually reflect the relevant legal requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

12. TERMINATION OR SUSPENSION

12.1 We may at any time terminate or withhold your access to all or any part of our PIS at any time, effective immediately:

12.1.1 if you have breached any provision of these Terms and Conditions (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of these Terms and Conditions); or

12.1.2 if we, in our sole discretion, believe we are required to do so by law (for example, where the provision of the PIS to you is, or becomes, unlawful).

13. YOUR INFORMATION

13.1 You may provide us with your Information from time to time in connection with your use of PIS. Some Information, especially the Account Information, will be necessary for us to provide you with the PIS under these Terms and Conditions.

13.2 We and our affiliates are committed to maintaining your Information in accordance with the requirements of the Data Protection Laws. You acknowledge and agree that any Information provided by you or a third party on your behalf to us shall be used, kept and may be disclosed to third parties in accordance with our Privacy Policy which is available on our website. We will take all reasonable steps to ensure that your Information is kept secure against unauthorised access, loss, disclosure or destruction. Except as required by law, or in accordance with these Terms and Conditions, your Information will not be passed to anyone without your permission.

13.3 You explicitly consent to us accessing, processing and retaining any Information you provide to us for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under Data Protection Laws. You agree that we can use your Information in connection with the PIS, to enable us to review, develop and improve our products and services. This may involve providing your Information to our partners, affiliates, agents, distributors and suppliers to process transactions and for their statistical research and analytical purposes. We may also disclose your Information as required by law, regulation or any competent authority or agency to investigate possible fraudulent, unlawful or unauthorised activity. You may withdraw your consent at any time. If you do this, we will stop providing our PIS to you and stop using your Information to provide payment services to you. We may continue to process your Information for other purposes, for example where we are required by law to do so.

13.4 If we discover that the Information we hold about you is incorrect, we may have to suspend or cancel your access to the PIS until we can establish the correct Information, in order to protect us both.

14. COMPLAINTS PROCEDURE

14.1 Complaints regarding any element of the PIS provided by us can be sent to Customer Services.

14.2 All complaints will be subject to our complaints procedure. We will provide you with a copy of our complaints procedure upon request and, if we receive a complaint from you, a copy of our complaints procedure will automatically be posted or emailed to you.

14.3 In most cases we will provide a full response by email to your complaint within fifteen business days after the date we receive your complaint. In exceptional circumstances where we are unable to respond in full to your complaint, we will inform you of this giving our reasons for the delay and the timeframe within which you will receive a full reply, which in any event shall be within thirty-five days of the date we received your complaint.

14.4 If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR, phone 0800 023 4567). Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk.

15. GENERAL

15.1 Any delay or failure to exercise any right or remedy under these Terms and Conditions by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

15.2 If any provision of these Terms and Conditions is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

15.3 You may not assign or transfer any of your rights and/or benefits under these Terms and Conditions and you shall be the sole party to the contract between us. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under these Terms and Conditions.

15.4 Save for Modulr, who act on our behalf, no third party who is not a party to these Terms and Conditions has a right to enforce any of the provisions in these Terms and Conditions.

15.6 These Terms and Conditions are governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.

Schedule 5: Confirmation of Payee

For the purposes of this Schedule, the following definitions shall apply:

“**CoP Operating Guide**” means the operating guide published by Pay.UK in force at the time of this Agreement and as updated from time to time;

“**CoP Rules**” means the rules contained in the Confirmation of Payee Rulebook published by Pay.UK in force at the time of this Agreement and as updated from time to time;

“**Data Privacy Notice**” means the Modulr privacy policy available online at <https://www.modulrfinance.com/privacy-policy>, as updated from time to time; and

“**Modulr CoP Developer Guide**” means the documentation relating to CoP made available to Partner Platform in the Modulr Developer Centre, as updated from time to time.

1. Introduction

- 1.1. These CoP Terms and Conditions shall apply where Confirmation of Payee (“**CoP**”) is included within the Modulr Products provided to you.
- 1.2. These CoP Terms and Conditions, alongside the Modulr Account Terms and Conditions form the agreement between Modulr FS and you and sets out the terms that apply to your use of CoP as defined below.

2. Compliance with Confirmation of Payee Rules

- 2.1. Where applicable, you will comply with all CoP Rules as they apply to CoP.
- 2.2. The Introduced Client shall be responsible for ensuring that any authorised user who uses CoP complies with these terms and conditions and Modulr Account Terms and Conditions.

3. Confirmation of Payee

- 3.1. CoP allows the account details of a payee to be checked with their payment service provider before a payment is instructed and made by the sender.

Outbound requests – Checking a payee’s details before making a payment

- 3.2. Modulr FS enables access to the Application Programming Interface (**API**) used by Modulr FS to send requests to the payee’s payment service provider in order to check that the details entered match the details of the person or business to be paid.
- 3.3. When setting up a new payee for a payment (eg. Faster Payment), you must provide:
 - 3.3.1. the payee’s full name, account number and sort code; and
 - 3.3.2. the type of account that will be paid (eg. either Business or Personal).
- 3.4. Modulr FS will then send a request to the receiving payment service provider to check these details and provide the Partner Platform with a result within the API in line with the CoP Rules and Modulr CoP Developer Guide. These results include but are not limited to:
 - 3.4.1. the account name is a match;
 - 3.4.2. the account name is a close match; and
 - 3.4.3. the account name is not a match.

3.5. Partner Platform will then display results to you in accordance with the CoP Rules and the Modulr CoP Developer Guide, as agreed with Modulr FS.

3.6. It is acknowledged that, notwithstanding any results returned pursuant to clauses 3.4 and 3.5 above:

3.6.1. the decision as to whether to proceed to payment or not remains with you. For the avoidance of doubt, if a payment is made by you and the money is ultimately sent to an incorrect account, Modulr FS may not be able to get the money back; and

3.6.2. Modulr FS will not be liable for any subsequent properly authorised and executed payment.

Inbound requests – Receiving a payment

3.7. Modulr FS intends to enable checks made by other participants of CoP against accounts held with it and respond to such requests from a payer's payment service provider in order to check that the details provided match that of the intended payee.

3.8. The use of this service, when available, will be subject to FAQs and the Data Privacy Notice.

4. Fair usage

4.1. The use of CoP is subject to conditions contained in the CoP Rules, which include but are not limited to:

4.1.1. CoP may only be used by you in anticipation of making a payment; and

4.1.2. the number of the requests by you shall not exceed limits included in the CoP Rules and determined by Modulr FS from time to time.

For the avoidance of doubt, a breach of these fair usage provisions shall be a breach of these CoP Terms and Conditions which could result in the suspension or termination of this service.

Part C: - The Modulr Account Terms and Conditions; Important information you need to know

The Modulr Account Terms and Conditions

Please read these Terms and Conditions carefully before you agree to use an Account or any related services provided by or through us.

These Terms and Conditions, together with the Introduced Client Terms of Business constitute the entire agreement between Modulr and you.

By signing the Modulr Account Terms and Conditions you accept the terms of the Agreement, or by agreeing to open an Account and/or using our services, you accept these Terms and Conditions. If there is anything you do not understand, please contact Customer Services using the contact details provided to you by Partner Platform.

1. DEFINITIONS

Account - The electronic money account, also known as Modulr Account provided by us in accordance with these Terms and Conditions.

Account Information Service Provider – means a third party payment service provider who is authorised by or registered with the Financial Conduct Authority or another European regulator to provide online account information services, who, with your permission will be able to access certain online account information on one or more payment accounts held by you to give you a consolidated view of your payment accounts.

Account Limit – any limit that applies in relation to your Account and/or Card, such as account maximum balance, and limits on receiving and sending payments from your Account as referred in paragraph 2.

Account Manager - The individuals elected by the Account Owner to be responsible for the management of the Account, also known as an “Authorised User”.

Account Owner – The entity legally responsible for an Account.

Agreement - The agreement for your Account made up of these Terms and Conditions, together with the Introduced Client Terms of Business which constitute the entire agreement between you and Modulr.

Application Programming Interface (API) – means the interfaces provided by Modulr to the Introduced Client (and the Partner Platform on the Introduced Client’s behalf) to directly instruct Accounts via the Introduced Client’s or the Partner Platform’s own application.

AML Policy - Modulr’s written policy on anti-money laundering and counter terrorist financing as may be amended from time to time by Modulr.

Applicant – A customer of the Partner Platform who applies for Modulr Products but is yet to be accepted by the Modulr as an Introduced Client.

Available Balance - The value of funds available on your Account.

Bacs Credit – Means Bacs Direct Credit. A service enabling organisations to make payments to an account which takes 3 Business Days for the funds to be cleared.

Business Days - Monday to Friday between the hours of 9am-5pm but does not include bank holidays, or public holidays in the United Kingdom.

Card – means a Virtual Card or a Physical Card.

Cardholder - means the individual authorised to use the Physical Card issued to you.

Card Scheme -Mastercard and/or Visa or such other payment network through which Card Transactions are processed as may be made available to you from time to time.

Card Transaction –means a Virtual Card Transaction or a Physical Card Transaction.

CHAPS – the Clearing House Automated Payment System, a service enabling organisations to make same-day payments to an account within the UK, within the CHAPS operating days and times.

Chargeback has the meaning given to it in Schedule 1 of the Introduced Client Terms of Business.

Confidential Information - any information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to: the business, products, affairs, strategy, contracts, customer relationships, commercial pipelines, business contacts, prospective customers, existing customers, business models, customer pricing, management systems, business methods, corporate plans, maturing new business opportunities, research and development projects, marketing and sales information, sales targets and statistics, discount structures, suppliers and potential suppliers, source codes, computer programs inventions, know-how, technical specifications and other technical information relating to products and services.

Customer Services - The contact centre for dealing with queries about your Account. Contact details for Customer Services can be obtained from the Partner Platform.

Data Protection Laws – the following, to the extent they are applicable to a party: the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy (as amended or replaced from time to time), including where applicable the guidance and codes of practice issued by the Information Commissioner (in the United Kingdom) or other applicable supervisory authority;

Direct Debit – a payment collected via UK Direct Debit scheme operated by Bacs from or to your Account.

Direct Debit Collection – a payment collected to your Account via UK Direct Debit scheme on the basis of an instruction given by you to the payer’s payment service provider.

Direct Debit Guarantee – means the refund terms applicable to Direct Debit Mandates as set out on the direct debit form or direct debit confirmation provided to you by the payment recipient.

Direct Debit Mandate – a payment collected from your Account via UK Direct Debit scheme on the basis of a mandate permitting someone else (recipient) to instruct us to transfer money from your Account to that recipient.

Due Diligence Procedure - Modulr’s procedures for carrying out due diligence on Introduced Clients in order to comply with its policies and regulatory obligations.

Faster Payment – A service allowing you to make and receive electronic payments in the UK which is received by the recipient bank within 2 hours provided that the receiving organisation or bank is part of Faster Payments Scheme.

Fees – where relevant, those fees payable by the Introduced Client.

Information – Means any information related to the organisation, and any personal information related to Account Manager or the Cardholder.

Intellectual Property Rights – means without limitation, all patents (including models and inventions), trademarks, service marks, trade names, domain names, business names, copyrights, design rights, database rights, rights to or in computer software, know-how, trade secrets, rights to or in confidential information and all other intellectual property rights and rights or forms of protection of a similar nature or effect which may subsist anywhere in the world whether or not registered or

capable of registration, together with all applications for registration of, and any licence to use, any of the foregoing and "Intellectual Property" shall be construed accordingly;

Introduced Client – Any client of Modulr which has been introduced by the Partner Platform and whose account is operated by the Partner Platform based on instructions the Partner Platform receives from the Introduced Client (where relevant).

Introduced Client Terms of Business - The terms on which Modulr provides Modulr Products to the Introduced Client.

Merchant- means a merchant authorised to accept Card Scheme-branded Cards.

Modulr – Modulr Finance Ltd, a company registered in England and Wales with number 09897957 and whose registered office is at Scale Space, 58 Wood Lane, London, W12 7RZ. Modulr Finance Ltd (FRN: 900699) is a registered agent of Modulr FS Ltd.

Modulr Account Terms and Conditions - This agreement, between Modulr FS and the Introduced Client which governs the terms on which the Introduced Client may use its Account.

Modulr Products – those products, including but not limited to the Account as described by Partner Platform in the application process.

Online Portal – means the interface provided by Modulr for the Introduced Client to access via the public internet, subject to applicability based on the Introduced Client's relationship with the Partner Platform.

Payment Initiation Service Provider – means a third party payment service provider authorised by or registered with by the Financial Conduct Authority or another European regulator to provide an online service to initiate a Transaction at your request on your Account.

Partner Platform – A third party that is permitted by Modulr and Modulr FS to introduce and act on behalf of Introduced Clients, and permitted by you to act as an Authorised User.

Partner Platform Agreement - an agreement between the Account Owner and the Partner Platform for the provision of various services, under the terms of which the Introduced Client wishes to open an Account with Modulr to be used for the purpose and in accordance with the terms set out in the Partner Platform Agreement.

Physical Card - means a physical card-based payment instrument issued by us to you which uses the Card Scheme payments network, as well as any version or record of such an issued payment instrument stored on an app or other platform, and which may be used to make Physical Card Transactions.

Physical Card Transaction - means the use of a Physical Card to make a payment to a Merchant.

Regulator – the Financial Conduct Authority, located at 12 Endeavour Square, London, E20 1JN or any authority, body or person having, or who has had, responsibility for the supervision or regulation of any regulated activities or other financial services in the United Kingdom.

SEPA – the Single Euro Payments Area is the area where citizens, companies and other economic actors can make and receive payments in euro, within Europe, whether within or across national boundaries under the same basic conditions, rights and obligations, regardless of their location. SEPA is driven by the European Commission and the European Central Bank, amongst others, as a key component of the EU Internal Market. SEPA shall be deemed to encompass the countries and territories which are part of the geographical scope of the SEPA Schemes, as listed in the EPC List of SEPA Scheme Countries, as amended from time to time.

SEPA Credit Transfer - a service allowing you to make and receive non urgent EUR electronic payments within SEPA provided that the receiving organisation or bank is part of the scheme.

SEPA Instant Credit Transfer - a service allowing you to make and receive near real time EUR electronic payments within SEPA provided that the receiving organisation or bank is part of the scheme.

SEPA Transfers – means, together, SEPA Credit Transfer and SEPA Instant Credit Transfer.

SWIFT – the global member-owned financial telecommunications system used to facilitate the secure transfer of messages, including payment instructions, between financial institutions.

SWIFT Inbound Payment – an inbound payment (in such currencies as may be supported by Modulr from time to time) made via SWIFT.

SWIFT Outbound Payment – an outbound payment (in such currencies as may be supported by Modulr from time to time) made via SWIFT.

SWIFT Payments – means, together, SWIFT Inbound Payments and SWIFT Outbound Payments (and **SWIFT Payment** shall be construed accordingly).

Transaction – any debit, credit or other adjustment to an Account that affects the balance of monies held in it, including a Virtual Card Transaction.

TPP (Third Party Provider) – means an Account Information Service Provider or a Payment Initiation Service Provider.

we, us, our or Modulr FS - Modulr FS Ltd, a company registered in England and Wales with number 09897919 and whose registered office is at Scale Space, 58 Wood Lane, London, W12 7RZ and who is regulated by the Financial Conduct Authority for issuance of electronic money under FRN 900573, or Modulr acting on Modulr FS Ltd's behalf.

Virtual Card – means a virtual card-based payment instrument consisting of (amongst other things) a unique 16 digit account number issued to you which uses the Card Scheme payments network, as well as any version or record of such an issued payment instrument stored on an app or other platform, and which may be used to make Virtual Card Transactions.

Virtual Card Transaction – means the use of a Virtual Card to make a payment to a Merchant.

Website – means the customer portal that Introduced Clients can login to in order to use the Modulr Products.

you, your - The Account Owner, also referred to as an Introduced Client.

2. ACCOUNT & CARD LIMITS

2.1 Limits may apply to the balance on your Account at any time, the maximum value of an individual payment Transaction,

maximum Virtual Transaction value per Card, the maximum aggregate value of all payment Transactions made from your Account or Cards in a particular time period e.g. during any one Business Day and the maximum number of payment Transactions made from your Account over a particular timeframe. Your Cards may also have certain Card Transaction types disabled, such as cash withdrawals at an ATM.

2.2 The limits and restrictions that apply to your Account and Card will be communicated to you during the Account set-up process and/or before the Card is issued to you (as applicable). These limits may also change over time based on your Account and/or Card usage; any such change will be communicated to you. You can check the limits at any time by contacting Customer Services. You should not make a payment Transaction request which exceeds such.

2.3 From time to time a Card Transaction may be authorised which exceeds the limit or restriction applicable to your Account or Card, for example when it is used in an offline environment for example but not limited to payments for or on transport (purchases on a train, aeroplane, underground or toll payments). In such circumstance, a negative balance on your Account may occur. In this case the process in paragraphs 5.14 to 5.16 inclusive will apply.

2.4 Certain Merchants may require verification that the funds held on your Account will cover the Card Transaction amount and will place a "pre-authorisation" on your Card. This amount will be unavailable to you until the Card Transaction is completed or released by the Merchant. The pre-authorisation allows the Merchant up to 30 days to claim and settle any funds owed to them from the Card. Examples include but are not limited to hotels and rental cars. If there are insufficient funds available on your Account, Modulr must still make this settlement, which may result in a negative balance on your Account. In this case the process in paragraphs 5.14 to 5.16 inclusive will apply.

2.5 To manage our risk, particularly with respect to money laundering, fraud or security concerns, we also apply internal controls, including limits, to certain types of payment. We change these as necessary but for security purposes, we do not disclose them.

3. SCOPE OF THESE TERMS AND CONDITIONS

3.1 Your Account is an electronic money account and the electronic money and any Card associated with it is issued to you by us. We are regulated by the Financial Conduct Authority for the issuance of electronic money (FRN 900573). Your rights and obligations relating to the use of this Account are subject to these Terms and Conditions between you and us.

3.2 The types of Transactions enabled for your Account will be explained to you by the Partner Platform, or as subsequently enabled by us. The terms of these Modulr Account Terms and Conditions applicable to specific Transactions or payment types (for example, Cards) apply only to the extent that such Transactions or payment types are enabled for your Account.

3.3 This Agreement is written and available only in English and we undertake to communicate with you in English regarding any aspect of your Account.

3.4 You agree that we or the Partner Platform may communicate with you by e-mail or telephone for issuing any notices or information about your Account and therefore it is important that you ensure you keep your e-mail address and mobile phone number updated.

3.5 You can request a copy of these Terms and Conditions at any time by contacting Customer Services.

4. OPENING YOUR ACCOUNT

4.1 Your Account will be opened on your behalf by the Partner Platform. You may only hold an Account so long as you remain an approved client of the Partner Platform that provided you with your account details.

5. USING THE ACCOUNT

5.1 Your Account can receive bank transfers and other payment types as added and notified to you by Modulr from time to time. Subject to paragraph 5.3, we will credit your Account when we receive the funds which could be up to three Business Days after the payment being instructed, depending on how the payment was sent.

5.2 Your Account can also receive internal transfers from other Accounts owned or controlled by the Partner Platform, which apply instantly.

5.3 An incoming payment will not be credited to your Account if:

5.3.1 the Account has reached the Account Limits; or

5.3.2 the Account is blocked or terminated; or

5.3.3 the sender has provided incorrect/invalid Account Details for your Account; or

5.3.4 we suspect the payment to be fraudulent.

5.4 If we are unable to credit your Account for any of the reasons in paragraph 5.3 then the funds may be sent back to the sender without a prior notification to you.

5.5 Your Account can make payments out to external bank accounts via Faster Payments, SEPA Transfer, SWIFT Payments (if selected as a Modulr Product) and other methods as added and notified to you by the Partner Platform from time to time.

5.6 Your Account will be configured and operated by the Partner Platform. You agree that Modulr and we may take instructions from the Partner Platform regarding the operation of your Account, including the creation of beneficiaries and instruction of payments, on your behalf. We and Modulr have no liability for actions taken by the Partner Platform. If you disagree with any actions taken by the Partner Platform these should be discussed with the Partner Platform. We are also authorised to take instructions from any other Account Manager (where different from Partner Platform) and, with respect to Physical Card Transactions, from the Cardholder. You are responsible for all actions of the Account Manager and any Cardholder in relation to the Account and/or Card(s).

5.7 Where Cards are made available to you, , your Account can be used to fund Card Transactions. You or your Account

Manager or Partner Platform can request a Virtual Card or a Physical Card to be issued to you via the Online Portal or Modulr API.

5.8 Where a Virtual Card or Physical Card is issued to you, you may be able to register and/or store the details of the Card within third party apps and/or devices and to use those third party apps/devices to initiate payments with your Card. When you first register your Card within a third party app/device we support, you may be required to verify that it is you requesting the registration of the Card. If you do not do this, you may not be able to register and use your Card through the third party app/device.

5.9 The value of any Card Transaction, together with any applicable fees and charges, will be deducted from your Account once we receive the authorisation request from the Merchant.

5.10 If the Card Transaction is made in a currency other than the currency the Card is denominated in, the Card Transaction will be converted to the currency of the Card by the relevant Card Scheme at a rate set by it on the day we receive details of the Card Transaction. The exchange rate varies throughout the day and is not set by us. You can check the relevant Card Scheme rate as follows.

Mastercard Card Scheme rate at: <https://www.mastercard.co.uk/en-gb/consumers/get-support/convert-currency.html>;

VISA Card Scheme rate at: <https://www.visa.co.uk/support/consumer/travel-support/exchange-rate-calculator.html>.

5.11 A Transaction is deemed to be authorised by you:

5.11.1 when you or your Account Manager or Partner Platform enters the security information on the Modulr Online Portal to confirm a Transaction is authorised, or when it is instructed via the Modulr API with the relevant security credentials;

5.11.2 when you or your Account Manager or Partner Platform submits a request for a creation of a Virtual Card via the Online Portal or Modulr API, you shall be deemed to have authorised any subsequent Virtual Card Transaction made using such Virtual Card up to the authorisation value specified when creating the request for creation of the Virtual Card;

5.11.3 when you or the Cardholder (i) enter a PIN or provide any other security credentials; (ii) sign a sales voucher; (iii) provide the Physical Card details and/or provide any other details as requested; (iv) wave/swipe the Physical Card over a card reader; or (v) insert the Physical Card into a card device or an ATM;

5.11.4 when you give instructions through a third party (such as the recipient of a Direct Debit Mandate or a Payment Initiation Service Provider).

Once the Transaction is confirmed, we cannot revoke the Transaction save for in those circumstances set out in paragraph 5.10 below.

5.12 You can cancel any Transaction which is agreed to take place on a date later than the date you authorised it, provided that you give us notice to cancel no later than close of business on the Business Day before the Transaction was due to take place;

5.13 Cancelling a Direct Debit Mandate with us will not cancel the agreement with the organisation you are paying. It is your responsibility to tell the organisation collecting the payment about the changes to your instructions.

5.14 If for any reason whatsoever, a negative balance arises because a Transaction is completed when there are not enough funds on your Account for that Transaction, you shall reimburse the negative balance amount immediately, unless circumstances described in sections 5.15 and 5.16 apply. You agree that once we make this negative balance known to you, we will charge you the amount of negative balance and you must repay it immediately. We may charge the amount of the negative balance against any funds on your Account, including any subsequently loaded funds. Until we are reimbursed this negative balance amount, we may arrange for your Account, including Card(s) to be suspended. We may also report the negative balance to credit reference agencies.

5.15 Where a negative balance arises because of an error on the part of a Merchant where the Card Transaction occurred, we will seek to recover the negative balance amount from the Merchant.

5.16 Where a negative balance arises because of an error on the part of the recipient of the payment or us, we will seek to recover the negative balance amount from the person who made the error.

5.17 The Available Balance on your Account will not earn any interest.

5.18 You can check the balance and Transaction history of your Account at any time via the interface provided to you by the Partner Platform or by contacting Customer Services, or the Online Portal if you have relevant access details.

5.19 You will be provided with a monthly statement free of charge setting out information relating to individual payment Transactions by the Partner Platform or us (using the details we have associated with your Account).

6. THIRD PARTY ACCESS

6.1 You can instruct a TPP to access information on your Account or initiate certain Transactions from your Account provided such TPP has identified itself to us and it has acted in accordance with the relevant regulatory requirements. We will treat any instruction from an TPP as if it was from you or an Account Manager.

6.2 We may deny a TPP access to your Account if we are concerned about unauthorised or fraudulent access by that TPP, setting out the reason for such denial. Before doing so, we will tell you that we intend to deny access and give our reasons for doing so, unless it is not reasonably practicable, in which case we will immediately inform you afterwards. In either case, we will tell you in the manner in which we consider most appropriate in the circumstances. We will not tell you if doing so would compromise our security measures or would otherwise be unlawful.

6.3 If you have provided consent to a TPP to access the data in your Account to enable them to provide account information services to you or initiate Transactions on your behalf, you consent to us sharing your information with the TPP as is reasonably required for them to provide their services to you. You must let us know if you withdraw this permission and we recommend you let the TPP know. On notification from you, we will not provide such TPP access to your Account or the data in it.

7. CLOSING YOUR ACCOUNT

7.1 You may close your Account by contacting Customer Services. Please refer to your contract with the Partner Platform for any terms relating to your need to maintain your Account.

7.2 The Account will be closed if the Partner Platform instructs us to close your Account (in which case the Partner Platform will inform you of this instruction).

7.3 On termination of the Agreement for any reason, these Terms and Conditions will automatically terminate, and your Account will be closed and any Cards issued to you will be cancelled.

7.4 Any Available Balance remaining on the Account after Account closure will be transferred to your nominated bank account via Faster Payments or SEPA Transfer (as relevant) based on instructions to us from the Partner Platform. If for any reason this is not possible, such Available Balance will remain yours for a period of six years from the date of Account closure. Within this period, you may at any time request a refund by contacting Customer Services. You will not have any access to your Account and we will not return any funds remaining on the Account after six years from the date of Account closure and this Agreement will terminate.

8. YOUR LIABILITY AND AUTHORISATIONS

8.1 You are responsible for understanding and complying with the Agreement including these Terms and Conditions.

8.2 We may at any time suspend, restrict or refuse to authorise any use of your Account and/or Cards (including cancelling Card(s)) or refuse to process your instructions or authorise any particular Transaction where:

8.2.1 we are concerned about the security of or access to your Account and/or your Card;

8.2.2 we know or suspect that that your Account and/or Card is being used in an unauthorised or fraudulent manner;

8.2.3 we need to do so in order to comply with the law or otherwise for regulatory or crime prevention purposes;

8.2.4 the Transaction would breach the limits applicable to your Account and/or Card; **8.2.5** you, the Account Manager or the Cardholder breach an important part of these Terms and Conditions, or repeatedly breach any term in this Agreement and fail to resolve the matter in a timely manner.

8.3 If we cancel, suspend or restrict your Account and/or Card(s), or otherwise refuse to execute a payment order to or to initiate a Transaction, we will, without undue delay and provided we are legally permitted to do so, notify you or the Partner Platform of the refusal, suspension or cancellation (as applicable). If possible, we will provide the reasons for the refusal to execute the Transaction and/or suspending the use of your Account and/or Card and where those reasons relate to factual matters, the procedure of rectifying any factual errors that led to the refusal.

8.4 You or the Account Manager or the Cardholder must not:

8.4.1 allow another person to use security information related to the Account, Cards and/or app/device you use to make Transactions

8.4.2 write down password(s) or any security information unless this is done in a way that would make it impossible for anyone else to recognise any of that information, or

8.4.3 disclose passwords or any security information, or otherwise make them available to any other person, whether verbally or by entering them in a way that allows them to be observed by others.

8.5 You must take all reasonable steps to keep your Account and password(s) and any other security-related details safe, including the security-related details relating to any app and/or devices you have registered or stored your Card on, at all times. If you visit a website or receive a message that asks for your password, other than the Modulr website, this should be reported to us. If you are in doubt whether a website is genuine, you should contact Customer Services. If you have any indication that your Account, password or other security information has been compromised, you must immediately change your password and notify us as soon as possible.

8.6 You will be liable for all Transactions that take place as a result of you, the Account Manager or the Cardholder acting fraudulently or failing to comply with these Terms and Conditions with intent or gross negligence. Any such Transactions and any fees and charges relating to such Transactions will be deducted from the Available Balance on your Account.

8.7 You will be liable for all Transactions that the Partner Platform, any other Account Manager makes on your behalf or the Cardholder makes as per this Agreement, along with those made by a TPP authorised by you to initiate a Transaction.

8.8 You will be liable for all unauthorised Transactions that arise from the use of lost or stolen Physical Cards, the Account or Card security information such as but not limited to the Online Portal log in details and API security details, Card number and CVV if you, the Account Manager, or the Cardholder fail to keep the security features of the Account, Cards and/or app/device where your Card is registered/stored safe.

8.9 It is your responsibility to keep us updated of changes to your Information, including e-mail address and mobile numbers. Failure to do so may result in us being unable to contact you regarding your Account or to let you know about changes to these Terms and Conditions.

8.10 If you request to recall a Transaction due to an error or mistake caused other than by Modulr, we reserve the right to charge you (i) a handling fee of £25 per recall and (ii) any fee payable by Modulr to a third-party bank or institution for handling the recall.

8.11 You agree to indemnify and hold harmless, us, Modulr and our distributors, partners, agents, sponsors, and service providers and their group companies from and against the costs of any legal action taken to enforce this Agreement, including these Terms and Conditions and/or any breach of these Terms and Conditions by you.

9. DISPUTES AND INCORRECT TRANSACTIONS

9.1 If you (or an Account Manager or Cardholder) have a reason to believe that (i) a Transaction on your Account was unauthorised

or was made incorrectly, (ii) a Physical Card is lost or stolen; or (iii) someone else (other than TPP) knows the security credentials or otherwise has unauthorised access to your Account and/or Card, you must inform us immediately by contacting Customer Services. After you notify us, we will replace a lost, stolen or misappropriated Physical Card and/or security credentials, as appropriate.

9.2 We will investigate your claim for a refund of unauthorised or incorrectly executed Transactions, provided at all times that you have notified us without undue delay of becoming aware of such incorrectly executed or unauthorised Transaction and in any case within the timeframes required by the Card Scheme rules if the incorrect Transaction relates to a Card Transaction and for all other Transactions within 13 months of the date of the relevant Transaction. We will not be liable for any unauthorised or incorrectly executed Transactions notified to us after this period.

9.3 If you dispute a Transaction:

9.3.1 subject to 9.3.2 and 9.3.3 we will immediately refund the amount to your Account to the position it would have been in if the unauthorised Transaction had not taken place. We will have no further liability to you. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the Transaction.

9.3.2 if there are reasonable grounds for thinking that you may not be entitled to a refund (based on the evidence available to us at the time you report the unauthorised Transaction), we may investigate before giving you a refund and we will provide you with our supporting evidence if we believe you are not entitled to the refund;

9.3.3 if the Transaction was initiated through a TPP, it is for the TPP to prove that, the Transaction was authenticated, accurately recorded and not affected by a technical breakdown or other deficiency linked to the TPP's payment initiation service; and

9.3.4 if we make an error on a Transaction made to someone else through the Direct Debit scheme, we will refund you in accordance with the Direct Debit Guarantee.

9.4. If an incorrect Transaction is paid into your Account that should not have, we will, where possible, immediately send the funds back to the bank acting for the person from whose account the Transaction was made. In such circumstance you agree to return the funds to us and provide such assistance that we require in recovering the amount from you. If we cannot recover the funds, we are required to provide sufficient details about you and the incorrect payment to the bank or institution that sent the payment to enable them to recover the funds.

9.5 You will be liable for all Transactions made from your Account if you (or the Account Manager or the Cardholder) have acted fraudulently or have failed with gross negligence:

9.5.1 to keep the security credentials used to access or use your Account and/or Card safe and secure or otherwise failed to comply with these Terms and Conditions in relation to the safety of your Account and/or Card; or

9.5.2 failed to notify us in accordance with 9.1 above.

9.6 You may be entitled to a refund where a Transaction from your account which was initiated by payee provided that:

9.6.1 the authorisation did not specify the exact amount;

9.6.2 the amount of Transaction exceeded the amount you could reasonably have expected (taking into your previous spending pattern and other relevant circumstances). We may ask you to provide such information as is reasonably necessary for us to determine if this is correct; and

9.6.3 you asked for a refund within 8 weeks of the date the Transaction was debited to your Account.

In such circumstances we will refund you within 10 Business Days of receiving your claim for a refund or, where applicable, within 10 Business Days of receiving any further information we requested - or we will provide you with reasons for refusing the refund.

9.7 If you want a refund for a Transaction made using the Direct Debit scheme, the Direct Debit Guarantee will apply instead of the terms in 9.6 above.

10. VARIATION

10.1 We may change these Terms and Conditions by providing you with at least two months' prior notice by e-mail (provided you have supplied us with an up-to-date e-mail address).

10.2 If you do not agree with the changes to the Terms and Conditions, you may at any time within the two months' notice period notify us and these Terms and Conditions will be terminated and your Account closed. If you do not notify us to the contrary during this period then you will be deemed to have accepted the change and it will apply to you when it comes into force.

10.3 If any part of these Terms and Conditions are inconsistent with any legal requirements then we will not rely on that part but treat it as if it did actually reflect the relevant legal requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

11. TERMINATION OR SUSPENSION

11.1 We can terminate your Account at any time if we give you two months' notice and transfer any Available Balance at the time to your nominated bank account without a charge.

11.2 We can suspend or terminate your Account at any time with immediate effect (and until your default has been remedied or the Agreement terminated) without any prior notice to you if:

11.2.1 we discover any of the Information that we hold for you is false, misleading or materially incorrect; or

11.2.2 if you, the Account Manager, the Cardholder or a third party has engaged in fraudulent activity, money laundering, terrorism, terrorism financing or other illegal activity in connection with your Account or we have reasonable suspicions in respect of the same; or

- 11.2.3** if you have reached your Account Limit;
- 11.2.4** you or the Account Manager have breached these Terms and Conditions; or
- 11.2.5** we are required to do so under any applicable law or regulation or at the direction of any regulatory, law enforcement or other competent authority.

11.3 In the event that we do suspend or terminate your Account then if we are able to do so, we will tell you in advance otherwise we will let you know immediately afterwards (to the extent we are permitted by law).

12. OUR LIABILITY

12.1 Our liability and the liability of our agents in connection with these Terms and Conditions (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:

12.1.1 Neither we, nor our agents shall be liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds;

12.1.2 Neither we, nor our agents shall be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;

12.1.3 where sums are incorrectly deducted from your Available Balance due to our default, our liability and that of our agents shall be limited to payment to you of an equivalent amount to that which was incorrectly deducted from your Available Balance;

12.1.4 in all other circumstances of our default, our liability and that of our agents jointly will be limited to transferring any Available Balance to your nominated bank account.

12.2 In circumstances where sums are incorrectly deducted from your Available Balance due to our fault, if we require your support to enable us to recover the incorrect deduction, you agree to provide us and our agents with all assistance that we reasonably require.

12.3 Nothing in these Terms and Conditions shall exclude or limit our liability or that of our agents for death or personal injury resulting from our negligence or fraud.

12.4 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

12.5 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates and other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with these Terms and Conditions.

13. YOUR INFORMATION

13.1 Some personal data will be necessary for us to provide you with the Account and services under this Agreement. Modulr FS is a Data Controller and shall only use your personal data for this purpose. Please see the Privacy Policy (please contact Customer Services for details of where to access this) for full details on the personal data that we and Modulr Finance Ltd hold, how we will use it and how we will keep it safe. Modulr will at all times comply with Data Protection Laws.

13.2 We will retain details of individual transactions for six years from the date on which the particular transaction was completed. We will maintain all other records for six years from which we have ceased to provide you with any product or service

13.3 You must update any changes to your Information by contacting Customer Services.

13.4 If we discover that the Information we hold about you is incorrect, we may have to suspend or cancel your Account until we can establish the correct Information, in order to protect us both.

13.5 If you or the Account Manager allow or give consent to an Authorised Third Party Provider to access your Account to provide their services, you should know that we have no control over how an Authorised Third Party Provider will use your information nor will we be liable for any loss of information after an Authorised Third Party Provider have access to your information.

14. COMPLAINTS PROCEDURE

14.1 Complaints regarding any element of the service provided by us can be sent to Customer Services.

14.2 All complaints will be subject to our complaints procedure. We will provide you with a copy of our complaints procedure upon request and, if we receive a complaint from you, a copy of our complaints procedure will automatically be posted or emailed to you.

14.3 In most cases we will provide a full response by email to your complaint within fifteen Business Days after the date we receive your complaint. In exceptional circumstances where we are unable to respond in full to your complaint, we will inform you of this giving our reasons for the delay and the timeframe within which you will receive a full reply, which in any event shall be within thirty-five Business Days of the date we received your complaint.

14.4 If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR, phone 0800 023 4567). Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk.

15. GENERAL

15.1 Any delay or failure to exercise any right or remedy under these Terms and Conditions by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

15.2 If any provision of these Terms and Conditions is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

15.3 You may not assign or transfer any of your rights and/or benefits under these Terms and Conditions and you shall be the sole party to the contract between us. You will remain liable until the Account issued to you is terminated. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under these Terms and Conditions.

15.4 Save for Modulr, who acts on our behalf, no third party who is not a party to these Terms and Conditions has a right to enforce any of the provisions in these Terms and Conditions and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

15.5 These Terms and Conditions contain the information set out in Schedule 4 of the Payment Service Regulations 2017 and you can obtain a copy of this Agreement at any time by contacting Customer Services.

15.6 These Terms and Conditions are governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.

15.7 The Financial Services Compensation Scheme is not applicable for this Account. No other compensation schemes exist to cover losses claimed in connection with your Account. As a responsible e-money issuer, we will ensure that once we have received your funds they are deposited in a safeguarded account in accordance with our legal obligations. In the event that we become insolvent funds that are safeguarded by us are protected against the claims made by our creditors.

16. CONTACTING CUSTOMER SERVICES

16.1 Customer Services are provided by the Partner Platform. The details shall be provided by the Partner Platform.

About your contract with Modulr

The purpose of this pamphlet is to highlight the key points which are included within your contract with Modulr (the Modulr Contract). We know that agreements relating to financial services can be complicated so have put together this reference document to help.

The Modulr Contract may refer to some payment methods, for example CHAPs and the use of cards (Payment Methods), which may not apply to you. If that is the case, then the terms and conditions relating to those Payment Methods do not apply to you.

1. Who is Modulr?

Modulr is not a bank, we are an Electronic Money Institution (EMI) which helps businesses receive and make payments more easily. This is achieved by Modulr providing Zumo Financial Services Limited with access to our technology and our connectivity to various payment systems so that Modulr can then provide its electronic accounts and payment services to you.

Modulr carries out several activities which are known as payment services and that means we are required to be authorised by the Financial Conduct Authority (FCA). Modulr's FCA authorisation relating to its electronic money accounts can be found [here](#) under reference number 900573.

Why do I need these services from Modulr?

You are a customer of Zumo Financial Services Limited and as a part of their services you require access to a Modulr electronic money account (Modulr Payment Account) and various Payment Methods, which Zumo Financial Services Limited is not authorised to provide to you directly. Zumo Financial Services Limited works with Modulr to enable you to have access to these regulated services.

A Modulr Payment Account will allow you to:

- Receive payments into this account from an external bank account.
- Make payments from this account to another account (whether held or not held by Modulr).
- Check the balance and transaction history on the account (when this functionality is enabled on your account)

Payments will be made using the Payment Methods provided by Modulr (or the external third-party bank).

2. Opening your Modulr Payment Account

What do I need to do to open a Modulr Payment Account?

1. Agree to the Modulr Contract. This confirms that you accept the terms and conditions relating to Modulr providing its regulated services to you. By agreeing to these terms, you also agree to Modulr requesting identification documents from you to check your identity. This is something which Modulr is required to do to provide its regulated services to you.
2. Once you have signed the Modulr Contract, and Modulr has confirmed to Zumo Financial Services Limited that you have passed Modulr's identity checks, Zumo Financial Services Limited will open a Modulr Payment Account on your behalf. This is also the time when your Modulr Contract will start. The Modulr Contract will continue until you, Modulr, or Zumo Financial Services Limited asks for the contract to end.
3. Once your Modulr Payment Account is open, you will need to follow the requirements of your Modulr Contract. For example, we ask you to keep your security details safe and not engage in fraudulent activity.

Will Modulr share my information with other people?

To provide our regulated services to you, Modulr will be required to collect and store your personal information. Sometimes we may need to share this information with others so that we can meet our own legal requirements. Further information on the type of information Modulr collects, why this information is collected and what this information is used for can be found on our [privacy policy](#).

If you have consented to another provider (such as an Account Information Service Provider, called a Third-Party Payment Service Provider (TPP)) to have access to data relating to your Modulr Payment Account to enable the TPP to provide services to you, then you consent to Modulr providing the TPP with the data that it needs to provide its services to you. If you no longer consent to Modulr providing data to a TPP, you must let us know as soon as possible.

Do I need to pay Modulr for my Modulr Payment Account?

You don't need to pay any fees to Modulr. Fees may need to be paid to Zumo Financial Services Limited, as a part of the services which they provide to you.

How long will I have my Modulr Payment Account for?

You will have a Modulr Payment Account for as long as you remain a customer of Zumo Financial Services Limited, and you continue to follow the requirements of the Modulr Contract. Of course, if you no longer want to use your Modulr Payment Account, you can close it any time by contacting Zumo Financial Services Limited.

What if Modulr transfers its rights under the Modulr Contract to another provider?

We may transfer some or all of our rights and duties under your Modulr Contract to another service provider in the future, and if we do this, your Modulr Contract will continue with that service provider.

3. Making/receiving payments to my Modulr Payment Account

How long will it take for me to make/receive a payment to my Modulr Payment Account?

Once Modulr receives an instruction from you or Zumo Financial Services Limited to make a payment from one account to another, we will ensure that the payment transaction is carried out according to the timeframe required by the Payment Method and relevant payment systems. When the payment will be received will depend on the time frame set out by the Payment Method and relevant payment systems.

Can I cancel payments from or to my Modulr Payment Account?

You can cancel any transaction which is agreed to take place on a future date, but you must notify Zumo Financial Services Limited as soon as possible. However, we may not be able to cancel the transaction depending on the type of Payment Method used.

Any there any limits on my Modulr Payment Account?

Depending on the types of Payment Methods used, there may be limits on your Modulr Payment Account. This will be communicated to you by Zumo Financial Services Limited when your Modulr Payment Account is being set up.

Requests for payments into your Modulr Payment Account will not be performed if:

- Your Modulr Payment Account has reached any limits which may be in place.
- Your Modulr Payment Account is blocked or has been closed.
- The person making the payment has provided the incorrect account details for your Modulr Payment Account.
- We suspect that the payment may be fraudulent.

In such circumstances the funds may be sent back to the sender without prior notification to you.

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Modulr Finance Limited, a Company registered in England with company number 09897957 and ICO Registration: ZA183068

The Account is provided by Modulr FS Limited, regulated by the Financial Conduct Authority for issuance of electronic money (FRN 900573)

4. Keeping your Modulr Payment Account and your e-money safe

How is Modulr different from a bank?

As Modulr is not a bank, it cannot provide bank accounts. Modulr can't lend money or use money which it holds for the purposes of lending that money to others. Instead, Modulr provides payment accounts. Zumo Financial Services Limited will provide you with access to our technology, including our connectivity to various Payment Methods so that Modulr can then provide its electronic accounts and payment services to you.

As the Modulr Payment Account is not a bank account:

- Funds in the account will not earn any interest.
- Funds in the account will not be protected by the Financial Services Compensation Scheme (FSCS), as the FSCS applies only to banks.

So, how does Modulr protect my money?

Modulr, as an EMI, is required by law to ensure that your money is protected. This protection is called safeguarding. This means that all the money which you send to your Modulr Payment Account must be protected by Modulr. Modulr does this by opening a separate bank account for its customers with a safeguarding partner in accordance with the relevant law. This bank account will be separate from Modulr's own funds and will have the same amount of money in it which you have put into the Modulr Payment Account. For example, if £1 is sent to your Modulr Payment Account, Modulr will put £1 into a separate bank account with its safeguarding partner.

If Modulr is unable to pay its debts, and is required to close its business:

- an independent insolvency professional will be appointed to return your funds to you; and
- the funds in your Modulr Payment Account will be separate from Modulr's own funds. Therefore, if Modulr owes money to other companies, your funds will not be used to pay this off. However, if Modulr does not have sufficient money to pay for the costs of the insolvency practitioner then their costs may be taken from your funds before your funds are returned to you.

Further information on Modulr's safeguarding practices can be found [here](#).

How do we protect your Modulr Payment Account

Modulr takes the protection of your Modulr Payment Account very seriously. We have secure systems in place to help us do this and we work with Zumo Financial Services Limited ensure that your personal information and any security details (such as passwords) are kept safe. If you have access to your Modulr Payment Account, you must also keep safe any security details provided to you. You can contact Zumo Financial Services Limited if you have any questions on this.

What if I notice a payment to or from my Modulr Payment Account which I don't recognise?

If you notice that a payment is incorrect, please contact Zumo Financial Services Limited. Zumo Financial Services Limited will then contact Modulr on your behalf. Once Modulr has completed its investigation, we may refund or reverse a payment transaction depending on our findings.

You will be responsible for any loss caused to Modulr, including financial losses, when that loss was caused by:

- Fraudulent use of your Modulr Payment Account.
- Irresponsible use of your Modulr Payment Account.
- Misuse of your Modulr Payment Account.

We are not responsible for any losses which are caused by:

- Events which are unusual or outside of our control, like telephone or internet failures.
- Modulr's failure to implement any controls which we agreed with you in writing to implement.

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- Actions or failures by you, or anybody authorised by you to use your Modulr Payment Account.

We are also not responsible for:

- Claims against us made by any other service providers in relation to the Modulr Payment Account or any of its payment services unless this is required by law.
- Any businesses losses that you may suffer from.

5. Who has access to my Modulr Payment Account?

As your Modulr Payment Account is opened by Zumo Financial Services Limited, Zumo Financial Services Limited will usually have access and will be able to authorise transactions from your Modulr Payment Account.

You may also have access to, and can authorise transactions for, your Modulr Payment Account depending on the services that Zumo Financial Services Limited is providing to you. If you have any questions relating to this, you should contact the Zumo Financial Services Limited's customer services.

Can Modulr access and make payments from/to my Modulr Payment Account?

We may suspend, restrict, or refuse to authorise use of your Modulr Payment Account, or a particular transaction where:

- We are concerned about the security of or access to your Modulr Payment Account.
- We know or suspect that your Modulr Payment Account is being used in an authorised or fraudulent manner.
- We need to do so to comply with the law and/or regulation, including for crime prevention purposes.
- The transaction would breach the limits which apply to your Modulr Payment Account.
- You have breached or repeatedly breach any term within the Modulr Contract, and you fail to resolve the matter in a timely manner.

If we do this then we will, where the law allows us to, we will let the Zumo Financial Services Limited know. Zumo Financial Services Limited will then let you know.

6. Your Modulr Contract

Can Modulr make changes to my Modulr Contract?

Modulr may make changes to your contract, however we must make you aware of these changes 2 months before the change happens.

Any changes to be made to your contract will be posted on Modulr's website and will also be communicated to you by either Modulr or Zumo Financial Services Limited. Modulr will only make changes to your contract within a shorter timeframe when Modulr is required to by law.

You do not have to accept any changes to your Modulr Contract, however if you do not accept the changes then we will assume that you wish to end your Modulr Contract. This means that your Modulr Payment Account will be closed, and you will no longer have access to the Payment Methods provided through Modulr.

You will not be charged a fee by Modulr for the closure of your Modulr Payment Account. The closure of your Modulr Payment Account will also include the returning of funds from this account to your nominated bank account.

How can I end my Modulr contract and close my Modulr Payment Account?

You or Zumo Financial Services Limited may decide to end your Modulr Contract.

If you wish to end your Modulr contract, please Zumo Financial Services Limited who will work with Modulr to arrange for this. Once your Modulr Contract ends, you will no longer have a Modulr Payment Account. Any funds in those accounts will be returned to your nominated bank account. If you have not provided a nominated

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bank account, we may contact you to ask for these details.

As Modulr is providing a regulated service, we may be required to end your Modulr Contract immediately. This may be because:

- You do not meet our compliance requirements (which are required as a part of our regulated services)
- You have not complied with the requirements of the Modulr Contract.
- You, or another service provider, have acted fraudulently or have been involved in money laundering, or any other illegal activity.
- We suspect you have acted fraudulently or have been involved in money laundering, or any other illegal activity.
- We are required to end the Modulr Contract by law or at the request of a regulator.

If Modulr wishes to end your Modulr Contract for any other reason, we must give you at least 2 months' notice of this.

You can close your Modulr Payment Account at any time by contacting Zumo Financial Services Limited's customer services. If you wish to close your Modulr Payment Account, your Modulr Contract will also automatically end. Any funds in those accounts will be returned to your nominated bank account. If you have not provided a nominated bank account, we may contact you to ask for these details.

Where can I find a copy of my Modulr Contract?

You can contact Zumo Financial Services Limited's customer services at any time to request a copy of your Modulr Contract.

Which laws apply to my Modulr Contract?

English law will decide legal questions about the Modulr Contract. The English Courts will deal with any legal disputes under the Modulr Contract.

7. Contacting each other

When will Modulr contact me?

If you wish to close your Modulr Payment Account, and we need to send the funds in those accounts to an alternative account then we may contact you for your nominated account details. We will contact you using the details that you have provided to Zumo Financial Services Limited. If we do contact you, we will communicate with you in English.

Who can I contact if I have problems with my Modulr Payment Account?

If you have a complaint about Modulr's services, you should contact Zumo Financial Services Limited. Modulr will work with Zumo Financial Services Limited to investigate your complaint. Complaints will be handled in line with Modulr's Complaint's policy which can be found [here](#).