Business Customer Agreement

Version 1.10 (October 2026)

This Business Customer Agreement ("***Agreement***") is between Deel Payments UK Ltd, a company incorporated and registered in England & Wales with company number 13057810 and registered office at 3rd Floor 1 Ashley Road, Altrincham, Cheshire, UK, WA14 2DT ("**we**," "**us**", "**our**") and the legal entity (**"you", "your"**) that opens a User Account (defined below) with us, each a "**party**" and together the "**parties**".

This Agreement sets out the terms on which we provide FX Services and Payment Services (both defined below) to you.

Licences and registrations

Deel Payments UK Ltd is registered with the Financial Conduct Authority ("**FCA**") under the Payment Services Regulations 2017 ("**PSRs**") with FCA reference number **947491** to provide the Payment Services to you.

Accepting these terms

When you register with us and click *"Accept"*, you confirm that:

1. You have authority to bind the legal entity, on whose behalf you have created a User Account, to use our Services; and
2. You agree that you have read, understood and accepted this Agreement. If you do not agree to this Agreement please do not use our Services.

You also agree, by using the Services and accepting this agreement, to comply with and accept our Privacy Policy (available at https://static.atlantic.money/policies/PrivacyPolicy.pdf), which sets forth the terms on which we handle any personal data we collect about you, or that you provide to us.

IMPORTANT TERMS

While all of this Agreement is important, you should pay particular attention to: (a) when we may not follow your instructions as set out in section 6.2; (b) the disclaimers set out in section 10; (c) what happens in the event of an incorrect or unauthorised payment as set out in section 11; (d) our Liability to you as set out in section 12; (e) your obligations set out in 13; and (f) when this Agreement may be terminated or your User Account suspended or closed as set out in section 17.

1. Definitions and Interpretation

1.1. The following terms (and their grammatical variants provided the initial letter is capitalised), when used in this Agreement will have the following meanings:

"***Accepted Currencies***" means those currencies, in connection with which we can provide Services, as set out on our Website and App.

"***Accepted Jurisdictions***" means those jurisdictions in connection with which we can provide Payment Services, including those where Express Delivery is possible, each as set out on our Website and App.

"***Applicable Limits***" means the minimum and maximum amount of any Accepted Currency that can be sent to a recipient, as set out on our Website and App.

"***App***" means our mobile application and/or web application, as may be updated or amended by us from time to time.

"Authorised Push Payment Fraud" means where a person uses a fraudulent or dishonest act or course of conduct to manipulate, deceive or persuade a Consumer into transferring funds from the Consumer's Relevant Account to a Relevant Account not controlled by the Consumer, where: (i) the recipient is not who the Consumer intended to pay, or (ii) the payment is not for the purpose the Consumer intended.

"Bulk Transfer" means the submission of 2 or more FX Instructions at the same time using a spreadsheet template provided by us.

"***Business Day***" means any day (other than a Saturday, Sunday or public holiday in England) when banks are generally open for normal business in London.

"Consumer" means an individual, microenterprise or charity that is in scope of the UK Payment Systems Regulator issued legal instrument Specific Direction 20 (July 2024) (FPS APP scam reimbursement requirement).

"***Contract Year***" means each successive 12 month period commencing on the date you accept this Agreement or an anniversary thereof.

"***Converted Currency***" means the Accepted Currency specified by you when you provide FX Instructions.

"***Cut-Off Time***" means, in relation to a Business Day, the time of day stated on the App after which time funds transferred to your Payment Account will be deemed transferred on the next Business Day.

"***DDOS***" has the meaning given to it in section 15.1.

"***Distribution Channels***" has the meaning given to it in section 21.1.

"***Express Delivery***" has the meaning given to it in section 8.1.2.

"***Exchange Rates***" means the exchange rates we use and the related reference information, as set out on our Website and App.

"***Feedback***" has the meaning given to it in section 14.4.

"***Fees***" means the fees described in section 9.

"***Fixed Rate***" has the meaning given to it in section 4.3.

"***FX Instruction***" has the meaning given to it in section 4.2.

"***FX Services***" has the meaning given to it in section 3.1.1.

"In Scope Payment" means, where you are defined as a Consumer, a payment that meets all of the following: (i) is executed through the Faster Payments Service; (ii) is authorised by you; (iii) is executed by us in the UK; and (iv) is received in a Relevant Account in the UK, which is not controlled by you.

"***Liable***" or "***Liability***" means any liability arising under, out of or in connection with this Agreement, whether or not foreseeable or in the contemplation of the parties at any time, in or under contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise.

"***Login Details***" means the personalised security credentials relating to your User Account, including username, password and any other information or items used to login and use your User Account.

"***Losses***" means all liabilities, costs, expenses, damages and losses (whether direct or indirect) and all interest, penalties and legal and other reasonable professional costs and expenses.

"***Materials***" means the Website, App and Usage Data.

"Maximum Level of Reimbursement" means the maximum level of reimbursement for APP fraud claims (by value) published by the Payment Systems Regulator.

"***Payment Account***" means a multi-currency payment account held by us for your benefit.

"***Payment Services***" has the meaning given to it in section 3.1.2.

"Portal" means a method of sending funds to a recipient without needing to interface with the App.

"***Privacy Policy***" means our privacy policy found here.

"***Quote***" has the meaning given to it in section 4.4.

"Relevant Account" means an account which is operated by a Payment Service Provider in the UK that can send or receive payments using the Faster Payments Scheme.

"***Required Funds***" has the meaning given to it in section 4.4.

"***Service Data***" means data uploaded by you to your User Account or generated as a result of the use of your User Account and the Services.

"***Services***" means the FX Services and/or Payment Services, as applicable.

"***Standard Delivery***" has the meaning given to it in section 8.1.1.

"***Usage Data***" means anonymized or aggregated Service Data and other data collected by us regarding the use of your User Account and the Services.

"***User Account***" means your account with us accessible via the Website and App.

"***Variable Rate***" has the meaning given to it in section 4.3.

"***Website***" means our website found here and its contents, in each case, as amended by us from time to time.

1.2. Any words following the terms 'including', 'include', 'in particular', 'for example', 'i.e.', 'other' and 'otherwise' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. Headings shall not affect the interpretation of this Agreement. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). Unless the context requires otherwise, words in the singular include the plural and vice versa and a reference to one gender shall include a reference to the other genders. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision. A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time. A reference to writing or written includes e-mail.

2. Registration

2.1. You will need to register with us before you can use our Services. In order to register we will need certain information from you, including your registered office, your directors and ultimate beneficial owners. **You must be creating your User Account on behalf of a legal entity incorporated in England & Wales, Scotland or Northern Ireland**. The account must be for business and not personal use. The legal entity must not already have a User Account and must not have previously had a User Account with us that was suspended or closed by us. All information you provide to us must be complete, accurate and truthful at all times. You must update this information whenever it changes. We cannot be responsible for any financial loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information and/or to provide additional supporting documents.

2.2. You will be asked to set up Login Details for your User Account and you must take all reasonable steps to keep your Login Details safe and secure. You must not allow an unauthorised third party to use your User Account, nor may you use your User Account for the benefit of a third party. You are responsible for all activity on your User Account (unless such activity is caused by unauthorised access to your User Account for which we are at fault). If you have any concerns about your Login Details or think they have been misused, you should change them immediately and contact us as described in section 18.1 without undue delay.

2.3. You will not be able to use the Services until we have verified your identity (including the identity of your ultimate beneficial owners) and we are entitled to take any action to verify your identity or

validate activity undertaken by your User Account at any time, including obtaining copies of your credit score and reports. In order to allow us (or our third party service providers) to carry out such verification, you must, in a timely manner, provide all such information and documentation that we may reasonably deem helpful in satisfying our risk management or legal obligations. You should refer to our Privacy Policy found here to understand how we process personal data that we collect about you.

2.4. You can use your User Account to view and save a copy of information relating to Services that have been requested and performed in the past.

3. Our Services

3.1. Provided you have successfully registered with us and set up a User Account, we will make available the following services to you:

3.1.1. exchange of currency from any of our Accepted Currencies to another of our Accepted Currencies ("***FX Services***"); and

3.1.2. (i) transferring currency from your Payment Account in order for the FX Services to be provided; and (ii) sending currency that has been converted via the FX Services to a recipient located in any of the Accepted Jurisdictions ("***Payment Services***").

4. FX Services

4.1. The FX Services are spot trades where we agree to exchange one Accepted Currency to another Accepted Currency for you.

4.2. You can initiate FX Services using your Payment Account in the following ways:

4.2.1. in the App, by specifying the Accepted Currency (within the Applicable Limits) either as an amount that you would like to send to a recipient, or as an amount that you would like a recipient to receive ("***FX Instruction***"); or

4.2.2. by sending Accepted Currency (within the Applicable Limits) using defined payment instructions (a "***Portal"***) that correspond to a recipient. In this case, the FX Instruction will be deemed to have been given upon receipt of Accepted Currency into your Payment Account.

4.3. In the event you provide FX Instructions on a day that is not a Business Day or after the time when we have ceased accepting FX Instructions on a Business Day (as stated on the App), the Exchange Rate will depend on the method of initiation:

4.3.1. Where you have initiated using the App (as per 4.2.1), you will be given the option to use the Exchange Rate offered by us at the time the relevant market closed on the previous Business Day ("***Fixed Rate***"); or the beginning of the next Business Day ("***Variable Rate***").

4.3.2. Where you have used a Portal (as per 4.2.2), the Variable Rate will be used.

4.4. For FX Instructions provided using the App (as per 4.2.1), we will inform you of our Fees, the Exchange Rate that we will use for the FX Services (or an estimate of the Variable Rate which you agree is subject to change) and calculate the amount of Accepted Currency that you must transfer to your Payment Account ("**Required Funds**") in order for us to carry out the FX Services ("**Quote**").

4.5. For FX Instructions provided using the App (as per 4.2.1), if the Required Funds are not received into your Payment Account before the time and date specified by us in the Quote, which serves as our acceptance of your FX Instruction, then we will use the Exchange Rate offered by us at the time the Required Funds are received into your Payment Account. When using a Portal, a Quote is not provided in advance and we will use the Exchange Rate offered by us at the time when both (i) Accepted Currency is received into your Payment Account and (ii) the FX Instruction is accepted by us.

4.6. For FX Instructions provided using the App (as per 4.2.1), you may withdraw FX Instructions for free at any time prior to transferring the Required Funds to your Payment Account. In the event you do so, we offer no guarantee that the same Fees and Exchange Rate will be available if you subsequently submit an identical FX Instruction in the future. FX Instructions cannot be withdrawn once you have transferred the Required Funds to your Payment Account.

4.7. When using a Portal, you may withdraw FX Instructions for free at any time prior to our confirmation that the FX Instructions have been accepted by us. Our confirmation will be in the form of an email detailing the Fees, the exact Exchange Rate used for the conversion, the amount of the Converted Currency, and any other relevant transaction details.

4.8. After the FX Services have been provided, we will initiate onward payment immediately once your payment instruction in respect of this Payment Service has been deemed given to us as set out in section 5.3.

5. Payment Services

5.1. You may initiate Payment Services in one of the following two ways:

5.1.1. Using your User Account by instructing us to send Converted Currency to a recipient that is located in an Accepted Jurisdiction and providing us with their name, account details and any other information requested by us. You may also send the Converted Currency to yourself by specifying another account which is controlled by you as the recipient. You are solely responsible for the accuracy and completeness of the information relating to the recipient that you provide.

5.1.2. Sending Accepted Currency to the Portal corresponding to a recipient specified in accordance with section 5.1.1.

5.2. Where you opt for Standard Delivery, we provide a separate Payment Service in order to transfer Accepted Currency from your Payment Account so that the FX Services can be provided. Your payment instructions in respect of this Payment Service (but not onward payment to the recipient) will be deemed given to us on the day that the Required Funds are received into your Payment Account. You may withdraw this payment instruction at any time prior to transferring the Required Funds to your Payment Account by not transferring the Required Funds to your

Payment Account. However, if you subsequently transfer the Required Funds to your Payment Account after the time and date specified by us in the Quote then you will be deemed to have given us a new payment instruction and section 4.4 will apply.

5.3. After the FX Services have been provided, the Converted Currency will be available for onward payment to the recipient. Your payment instruction in respect of this Payment Service will be deemed given to us on the day that: (a) the Converted Currency becomes available for onward payment to the recipient, if you opt for Standard Delivery; or (b) the Required Funds are deemed received into your Payment Account in accordance with section 8.1.2, if you opt for Express Delivery.

5.4. You may withdraw your payment instruction for onward payment to the recipient only once your payment instruction in respect of this Payment Service has been deemed given to us as set out in section 5.3. You can do this by contacting us as described in section 18.1.

5.5. After the Payment Services are complete and the Converted Currency has been sent to the recipient we will provide you with a reference to identify the transaction, confirmation of the date(s) your payment instructions were given, the amount of the transaction and the Accepted Currencies involved, the Exchange Rates used and a breakdown of the Fees that you paid.

6. Following Instructions

6.1. We may in our sole discretion, elect whether or not to accept any FX Instructions or provide any FX Services at any time. However, once we accept your FX Instructions, we will follow your payment instructions unless:

6.1.1. you fail to transfer in full the Required Funds to your Payment Account before the time and date specified by us in the Quote, provided, however, that if you transfer the Required Funds after such time and date then we will follow your payment instructions but section 4.4 will apply;

6.1.2. you transfer funds to your Payment Account from a bank or other external account that is not in your name;

6.1.3. you withdraw or change your payment instructions as described in sections 5.2 or 5.4;

6.1.4. we suspect the FX Instructions or payment instructions came from someone other than you or that they may be incorrect;

6.1.5. you, your ultimate beneficial owner, or the recipient is not located in an Accepted Jurisdiction;

6.1.6. the recipient bank account does not exist, is not capable of receiving the payment, or the recipient bank rejects the payment for any other reason;

6.1.7. we believe that following the FX Instructions or payment instructions would cause us to be in breach of applicable laws or damage our reputation; or

6.1.8. in accordance with our risk management policies, the Exchange Rate offered by us at the time the Required Funds are received into your Payment Account is materially different to the Exchange Rate specified in our Quote. In this case and in our sole discretion, we will cancel your Quote and return the Required Funds to you by issuing a refund.

6.2. If we do not follow your FX Instructions or payment instructions, we will notify you before the Payment Services would have been completed as described in section 8.2 or 8.3 (as applicable). If possible and to the extent permitted by applicable law, we will provide reasons for our decision and an explanation of how to correct any errors, including any additional information required from you for verification purposes pursuant to section 2.3 or information relating to the recipient pursuant to section 5.1.

6.3. Where we have been unable to follow or otherwise complete your payment instruction pursuant to section 6.1.6, we may, in our sole discretion, either:

6.3.1. Refund the Required Funds back to the bank or external account you made the payment from; or

6.3.2. Request that you, within a reasonable amount of time, issue a new payment instruction to us in writing for payment of your Converted Currency.

7. Payment Account

7.1. Once you have created a User Account, you agree that we can open a Payment Account for you. Your Payment Account enables us to provide the Services to you once we have verified your identity pursuant to section 2.3.

7.2. For FX Instructions initiated using the App, you may only transfer funds to your Payment Account once we have provided you with a Quote which will include payment instructions unique to your Payment Account. Please check that you enter these details correctly when transferring funds. If you send funds to your Payment Account:

7.2.1. from a bank or other external account not in your name;

7.2.2. in circumstances where we have not provided a Quote; or

7.2.3. that are more or less than the Required Funds for the Quote,

such funds will be returned to the bank or other external account from which the transfer was made.

7.3. Section 7.2 does not apply when using a Portal. You may transfer funds to a Portal at any time without the need for a prior Quote. Portals have unique payment instructions different from those of your Payment Account.

7.4. At all times when funds are in your Payment Account they will be safeguarded in accordance with the PSRs. This means your funds will be kept separate from ours. You hereby authorise us to transfer funds from your Payment Account in order to:

7.4.1. provide the FX Services;

7.4.2. pay any Fees payable by you; and

7.4.3. pay a recipient specified by you pursuant to section 5.1.

7.5. Please note that when funds are transferred from your Payment Account pursuant to section 7.4 they will no longer be eligible to be safeguarded.

7.6. The UK Financial Services Compensation Scheme ("**FSCS**") does not apply to the funds collected through a Payment Account. You acknowledge that the Payment Account is not a bank account and is therefore not covered by the FSCS.

8. Important Timings

8.1. We offer two different delivery speeds for FX Services:

8.1.1. standard delivery. We will transfer the Accepted Currency you paid into your Payment Account out of your Payment Account in order for the FX Services to be provided by the end of the Business Day after you transfer the Required Funds into your Payment Account. The length of time it takes to provide the FX Services depends on the Accepted Currencies involved and when the Required Funds are received into your Payment Account. We will inform you of how long the FX Services are likely to take ("***Standard Delivery***"); or

8.1.2. express delivery. The FX Services will be provided by us on the same day that the Required Funds are received into your Payment Account, provided, however, that if that day is not a Business Day, the Required Funds will be deemed to have been received on the next Business Day ("***Express Delivery***"). Express Delivery is only available at certain times in certain Accepted Jurisdictions and in relation to certain Accepted Currencies (as detailed on our Website and App). Where a Portal is configured by you for Express Delivery and Express Delivery is unavailable when Acceptable Currency is received into your Payment Account, we will use Standard Delivery and refund the additional Fee paid for Express Delivery.

8.2. In respect of the Payment Services for onward payment to the recipient, where the Converted Currency is:

8.2.1. British pounds sterling or euros to a recipient in the UK or EEA, the Payment Services will be completed by the end of the Business Day following the day that you give us the payment instruction for onward payment to the recipient as set out in section 5.3; or

8.2.2. any other EEA currency to a recipient in the EEA, the Payment Services will be completed by the end of the fourth Business Day following the day that you give us the payment instruction for onward payment to the recipient as set out in section 5.3.

8.3. Timing for completion of Payment Services varies where the Payment Services involve non-EEA currencies or a recipient outside the EEA and you may contact us as described in section 18.1 for an update as to when the Payment Services are likely to be completed.

8.4. We will notify you when the Converted Currency has been transferred to the recipient.

9. Fees

9.1. Our Fees vary depending on your chosen delivery method. If you select:

9.1.1. Standard Delivery – a fixed Fee applies; or

9.1.2. Express Delivery – a fixed Fee plus an additional Fee equal to a percentage of the Accepted Currency transferred by you to your Payment Account both apply.

9.2. In the event you provide FX Instructions on a day that is not a Business Day (or after the time when we have ceased accepting FX Instructions on a Business Day) and you choose to use the Fixed Rate; a further Fee will be charged in addition to those described in section 9.1.

9.3. All fees described in this section 9, including, in the case of Express Delivery an explanation of how the additional Fee is to be calculated, will be set out in the Quote.

9.4. All Fees are inclusive of all sales, use and other taxes or duties, however designated (collectively "Taxes"). You will be solely responsible for payment of all your Taxes in connection with this Agreement and the Services, except for those taxes based on our income.

10. Disclaimers

10.1. Other than as expressly stated in this Agreement, the Services are provided on an "as is" and "as available" basis and we hereby disclaim all warranties and conditions express or implied, including those of satisfactory quality, title, non-infringement, and fitness for a particular purpose. In particular, we do not warrant that the Services will be continuously available or uninterrupted.

11. Incorrect or Unauthorised Payments

11.1. If the payment instructions you gave us were incorrect, you should notify us as soon as you become aware of this. We will not be Liable in these circumstances although we will, if requested and subject to payment of a recovery fee, use reasonable endeavours to recover the funds involved for you. You agree to assist us in recovering funds if any payments are incorrectly sent to you.

11.2. In relation to the Payment Services, provided you notify us in accordance with section 18.1 without undue delay, and in any event within 13 months of the date the Payment Services were provided, if:

11.2.1. payment instructions are not executed by us (other than pursuant to section 6) or are incorrectly executed by us, we will refund you and put you in the same position you would have been in had the incorrect payment not been made by us.

Furthermore, if requested by you, we will make efforts to trace the payment without charge to you and keep you updated; or

11.2.2. you suspect that a payment made from your Payment Account was not authorised by you, we shall refund you an amount equal to the unauthorised payment unless you have: (i) acted fraudulently; or (ii) the security of your User Account has been intentionally compromised by you, or you have not complied with section 2.2 as a result of your gross negligence, for example, by sharing your Login Details with a third party.

11.2.3. for In Scope Payments executed after 7th October 2024, you believe that you are a victim of Authorised Push Payment Fraud, we shall reimburse you the amount equal to the payment, less an excess of £100, up to the Maximum Level of Reimbursement, unless: (i) you have acted fraudulently; or (ii) you made the payment for an unlawful purpose; or (iii) you failed to exercise the expected standard of caution; or (iv) the payment is the subject of a civil dispute or other civil legal action.

11.3. Where we refund you pursuant to section 11.2.2, we may deduct up to £35 from that refund where the unauthorised payment occurred as a result of your Login Details being lost or stolen, unless:

11.3.1. the loss, theft or misappropriation of your Login Details was not detectable by you, or you had already notified us pursuant to section 2.2 that your Login Details have been lost, provided always that you have not acted fraudulently; or

11.3.2. the loss was caused by our acts or omissions, or those of a third party expressly carrying out activities on our behalf.

12. Liability

12.1. Nothing in this Agreement excludes or restricts the Liability of either of us for any Liability which cannot be excluded or restricted under applicable law.

12.2. Subject to sections 11 and 12.1, we are not Liable for any loss of actual or anticipated profits, loss of sales, business or revenue, loss of agreements or contracts, wasted expenditure (excluding the Fees), loss of anticipated savings, loss of or damage to reputation or goodwill, loss of use or corruption of software, data or information, in each case whether direct or indirect, or any indirect, special, incidental, consequential or punitive damages of any character.

12.3. Subject to sections 11 and 12.1, our total aggregate Liability for all claims in any Contract Year arising out of or in connection with this Agreement shall be limited to an amount equal to the Fees actually paid by you to us in that Contract Year.

13. Your Obligations

13.1. By entering into this Agreement, you agree:

13.1.1. that all information you provide to us, whether pursuant to sections 2.1, 2.3, 5.1 or otherwise is true, complete, valid and not misleading; and

13.1.2. not to use the Materials, your User Account, Payment Account or the Services in any way which: (i) is fraudulent, dishonest, harmful or illegal; (ii) may give rise to civil or criminal liability for us, our affiliates or any of our personnel; (iii) in our sole discretion, may bring us, our affiliates or any of our personnel into disrepute; (iv) is on behalf of a third party; or (v) is not expressly authorised by this Agreement.

13.2. You agree to fully reimburse and compensate us on demand for any and all Losses incurred by us in connection with any breach of this Agreement or applicable law by you, fraud or fraudulent misrepresentation you commit and third party claims in connection with your use of the Materials, your Payment Account or the Services.

14. Intellectual Property Rights

14.1. We grant you a personal, non-transferable, non-sublicensable right to use the intellectual property rights in the Materials, solely to the extent necessary for you to use the Services and to exercise your rights contained in this Agreement.

14.2. We own all right, title and interest (including intellectual property rights) in and to the Materials and no other rights are granted to you other than the limited right in section 14.1. You own all right, title and interest (including intellectual property rights) in and to the Service Data.

14.3. Unless otherwise permitted, you will not:

14.3.1. scrape, extract, download, upload, sell or offer for sale any part of the Materials and you agree not to use, or cause to be used, any computerised or other manual or automated program or mechanism, tool, or process, including any scraper or spider robot, to access, extract, download, scrape, data mine, display, transmit, or publish, any part of the Materials;

14.3.2. attempt to interfere with the proper working of the Materials;

14.3.3. decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces within the Materials (except to the extent permitted by applicable law);

14.3.4. use any network monitoring or discovery software to determine the architecture or extract information about usage, individual identities or users of the Materials; or

14.3.5. circumvent, disable or otherwise interfere with security-related features of the Materials including any features designed to prevent, limit or restrict use or copying.

14.4. You may from time to time provide us with suggestions or comments for enhancements or improvements, new features or functionality or other feedback connected to the Materials, your User Account, Payment Account or the Services ("**Feedback**") and you hereby grant us an unencumbered right, without any obligation for compensation or reimbursement, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with our products and services.

14.5. You grant us (and our affiliates) a non-exclusive, non-transferable, sub-licensable (through multiple tiers), fully paid-up worldwide right and licence to use Service Data: (a) to provide the Services; (b) internally to develop and improve our products and services; and (c) to create Usage Data.

15. Viruses and Hacking

15.1. You must not misuse the Materials by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored, or any server, computer or database connected to our website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service ("**DDOS**") attack.

15.2. By breaching section 15.1, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Materials will cease immediately.

15.3. We use reasonable endeavours to ensure that the Materials do not contain or promulgate any viruses or other malicious code. However, we do not guarantee that the Materials will be free from bugs, viruses or malicious code and we will not be Liable for any loss or damage caused by a DDOS attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material or items due to your use of the Materials or to your downloading of any material from our Website or App, or on any website linked to them. We therefore recommend that you use your own virus protection software and check regularly for the presence of viruses and other malicious code.

16. Unforeseeable Events and Compliance

16.1. We will not be Liable for any delay or non-performance of our obligations under this Agreement arising from:

16.1.1. any cause or causes beyond our reasonable control including, for example, governmental act, failure by third party IT systems or the internet, accident, strikes, lock-outs or other industrial action, breakdown of plant or machinery, failure by you to provide accurate and information to use or to notify us of any changes to your information, letting a third party use your User Account or sharing your Login Details or any changes to the Exchange Rates in the event you opt for a Variable Rate or the Required Funds are not transferred to your Payment Account before the time and date specified in a Quote; or

16.1.2. us complying with our obligations under applicable law.

17. Duration, Termination and Suspension

17.1. This Agreement comes into effect when you register with us and click "I accept" and unless terminated by us or you, continues indefinitely. You may terminate this Agreement at any time by closing your User Account. Subject to section 17.2, in the event we want to terminate this Agreement we will provide you 2 months' prior notice.

17.2. We may terminate this agreement and close your User Account immediately if we suspect that you have materially or repeatedly breached any provision of this Agreement.

17.3. In the event this Agreement is terminated, we will complete any Services requested prior to such termination and you will remain responsible for any obligations connected to your User Account after it is closed.

17.4. We may suspend your User Account if we suspect that the User Account:

17.4.1. security has been compromised;

17.4.2. has been used for fraudulent purposes, other than in accordance with this Agreement or as otherwise authorised by us.

17.5. Where we close your User Account as described in section 17.2, we will inform you in advance, or if not possible immediately afterwards. Unless prohibited by applicable law or doing so would compromise the security of the User Account (or other user accounts), we will explain to you why your User Account was closed and replace your User Account as soon as practicable after the reason(s) why your User Account was closed cease to be present.

17.6. If you disagree with our decision to close your User Account, you can contact us as described in section 18.1 and we may decide to review the decision, at our discretion.

18. Contact

18.1. If you have any questions regarding this Agreement please contact us by email using the details on our Website or by using the chat function within our App.

18.2. We may contact you by email using the address connected to your User Account, our emails will be deemed received by you on the day they are sent and we are not Liable for any Loss if you fail to receive our emails. All communications we send will be in the English language.

18.3. We will provide you with any information that we are required by the PSRs to provide to you concerning the Payment Services we provide for you in such manner and form and as often as we reasonably consider necessary to properly comply with our obligations under the PSRs. In the event we suspect fraud or security issues with your User Account we may contact you by email or telephone.

18.4. Where legislation requires us to provide information to you on a durable medium, we will either send you an email (with or without attachment) or send you a notification pointing you to information on our Website in a way that enables you to retain the information in print format or other format that can be retained by you permanently for future reference. Do keep copies of all communications we send or make available to you.

19. Changes to this Agreement

19.1. Subject to section 19.2, we may change this Agreement at any time. Such changes will come into effect on the date we post a new version of this Agreement on our Website.

19.2. In the event we make a change which relates to the Payment Services, we will notify you by email at least 2 months in advance of such change coming into effect and the amended version of this Agreement being posted on our Website. This section 19.2 does not apply if such change is:

19.2.1. required by applicable laws, provided we give you as much notice as possible;

19.2.2. favourable to you;

19.2.3. us adding additional payment services to this Agreement; or

19.2.4. related to Exchange Rates (but not the underlying reference information), provided the change applies to all our customers.

19.3. Changes to this Agreement will not affect any rights or obligations you already have, but you will be bound by the amended version of the Agreement if we provide Services to you after the change comes into effect.

19.4. If you don't terminate this Agreement by closing your User Account as described in section 17.1 before any change comes into effect, then we'll treat you as having accepted the change.

19.5. You can request a copy of the current version of this Agreement or any other relevant document, by contacting us as described in section 18.1.

20. Linking to our Website

20.1. Links on our Website to third party websites are provided solely for your convenience and should not be interpreted as approval by us of those linked websites or information that you may obtain from them. We have not reviewed any such third-party websites and we do not control or take any responsibility for their content or availability. We do not endorse or make any representations about any such third-party websites or any material found thereon or any results that may be obtained from your use of the same. If you decide to access any such third-party website, you do so entirely at your own risk.

20.2. You may link to the homepage of our Website only, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it and, on condition that you do not replicate the home page of our website. In linking to our Website, you must not:

20.2.1. create a frame or any other browser or border environment around our Website;

20.2.2. imply any endorsement, association or approval by us other than with written consent, or misrepresent your relationship with us;

20.2.3. use any logos or trademarks displayed on our website without our express written permission;

20.2.4. link from a website that is not owned by you; or

20.2.5. link from a website that contains content that infringes the intellectual property rights of any person or does not comply with all applicable law.

20.3. You may link to other pages of our Website only with our prior written consent and subject always to the same conditions as set out in section 20.2.

20.4. We reserve the right to withdraw linking permission without notice.

21. Mobile Application Terms

21.1. Our mobile App may be made available through the Apple App Store, the Google Play Store or other distribution channels ("**Distribution Channels**") and:

21.1.1. you acknowledge that this Agreement is concluded between you and us, not with the Distribution Channel, and that we, not the Distribution Channel, are solely responsible for the App and the content thereof;

21.1.2. you may not use the App in any manner that is in violation of or inconsistent with the Distribution Channel usage rules or terms of service;

21.1.3. your use of the App is limited to a non-exclusive, revocable, non-transferable licence to use the App on a device that you own or control, as permitted by the Distribution Channel usage rules terms of service;

21.1.4. the Distribution Channel has no obligation whatsoever to provide maintenance or support services with respect to the App;

21.1.5. the Distribution Channel is not responsible for warranties, whether express or implied by law. In the event of a failure of the App to conform to applicable warranties, you may notify the Distribution Channel who will refund the purchase price for the App; and, to the maximum extent permitted by applicable law, the Distribution Channel will have no other warranty obligation whatsoever with respect to the App, or any other Losses attributable to such nonconformance, which will be our sole responsibility, to the extent they cannot be excluded under applicable law;

21.1.6. we, not Apple or Google, are responsible for addressing claims by you or any third party relating to the App or your possession and/or use of it, including: (i) product liability claims; (ii) claims that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under Consumer protection or similar legislation;

21.1.7. in the event of a third party claim that the App or your possession and/or use of it infringes third party intellectual property rights, we, not the Distribution Channel, will be solely responsible for the investigation, defence, settlement and discharge of such claim; and

21.1.8. any questions, complaints or claims with respect to the App should be directed to us.

21.2. You agree that the Distribution Channel and its subsidiaries are third party beneficiaries of this Agreement with respect to the App, and that they will have the right (and will be deemed to

have accepted the right) to enforce this Agreement against you with respect to the App as a third party beneficiary.

22. Complaints and Disputes

22.1. If you have a complaint or query about this Agreement or the Services, you should contact us as described in section 18.1.

22.2. If we are unable to resolve your complaint and it relates to the Payment Services, you may be entitled to refer it to the Financial Ombudsman Service. Further information is available at https://www.financial-ombudsman.org.uk/.

22.3. This Agreement (and any non-contractual obligations arising out of or in connection with it and any claim or dispute in relation to its formation) shall be governed by and interpreted in accordance with the laws of England & Wales. You agree to the jurisdiction of the courts in England & Wales over any claim, dispute or matter arising out of, under or in connection with this Agreement (and any non-contractual obligations arising out of or in connection with them and any claim or dispute in relation to their formation), provided, however that if you are registered in:

(a) Scotland, either you or us can also bring legal proceedings in respect of this Agreement in the Scottish courts; or

(b) Northern Ireland, either you or us can also bring legal proceedings in respect of this Agreement in the Northern Irish courts.

23. General

23.1. If we do not insist immediately that you do something that is required under this Agreement, or if we delay in taking steps against you in respect of you breaking this Agreement, this will not mean that you will not have to do those things and it will not prevent us from taking steps against you at a later date.

23.2. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted to the minimum extent necessary to make it valid, legal and enforceable. Any modification to or deletion of a provision or part-provision under this section 23.2 shall not affect the validity and enforceability of the rest of this Agreement.

23.3. We may transfer our rights and obligations under this Agreement to another organisation. We will inform you if this happens and will ensure that the transfer will not materially affect your rights under this Agreement. You may not transfer your rights or obligations under this Agreement to another person.

23.4. This Agreement is between us and you. Subject to section 21.2, no other person shall have any rights to enforce any of the terms. Neither us nor you will need to get the permission of any third party to make any changes to this Agreement.

23.5. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between us and you, cause us or you to be an agent of any other person, or authorise us or you to make or enter into any commitments for or on behalf of any other person. We and you both confirm we are acting on our own behalf as principal and not for the benefit of or on account of any other person.

23.6. This Agreement constitutes the entire agreement and understanding between us relating to the Services. You agree that all statements, representations, warranties, conditions and undertakings on which you rely are incorporated into this Agreement and you do not rely on (and shall have no remedy in respect of) any statement, representation (including any misrepresentation), warranty, condition or undertaking (whether negligently or innocently made) of any person (in each case whether contractual or non-contractual) which is not expressly set out in this Agreement. Furthermore, your only remedy for breach of this Agreement shall be damages for breach of contract.