

## CHIPPER CASH (UK) – TERMS OF USE

### USER AGREEMENT

*Note: Chipper Technologies (UK) Limited is intending to commence making the Chipper App available to UK customers on June 30, 2020 with the Terms of Use below applied to all customers on the date of launch. These Terms of Use and related policies reflected herein are subject to update prior to date of launch. This page will be updated to reflect availability of the Chipper App on the date of launch.*

*The Chipper App will launch as a peer to peer product between our UK and African customers. If you are a business desiring use of the Chipper App please contact Chipper at [support@chippercash.com](mailto:support@chippercash.com).*

This Agreement (“**Agreement**”) is a contract between you, PayrNet Limited (“**PayrNet**”), and Chipper Technologies (UK) Limited (“**Chipper**”) (together the “**Parties**”) and applies to your use of the Services. The Services are provided to you subject to this Agreement as well as our Privacy Policy (“**Privacy Policy**”) which is incorporated in this Agreement by this reference.

Chipper is a company registered and incorporated in England and Wales with company number 12159644 and registered office at Floor 11, Whitefriars, Lewins Mead, Bristol, United Kingdom, BS1 2NT. It operates as agent of PayrNet for the purposes of distributing and redeeming electronic money. PayrNet is a company registered and incorporated in England and Wales with company number 09883437 and registered office at Kemp House, 152 City Road, London, United Kingdom, EC1V 2NX. PayrNet is authorised by the UK Financial Conduct Authority as an Electronic Money Institution under the firm reference number 900594. Chipper Technologies is registered with the UK Financial Conduct Authority as an EMD Agent under the firm reference number 902835.

The E-Money Services provided to You under this Agreement are provided to you by PayrNet. Chipper has been appointed as an Electronic Money Agent of PayrNet for the purposes of distributing and redeeming E-Money and providing payment services on behalf of its principal, PayrNet.

You may, at any time and at no cost to you, obtain a copy of this Agreement applicable to you by accessing the Website or App and downloading the version available. Alternatively, you may contact us at [support@chippercash.com](mailto:support@chippercash.com) and we will provide a copy to you via e-mail or post.

#### 1. DEFINITIONS

##### 1.1 The following definitions apply:

“**App**” means the mobile application operated by Chipper that facilitates Payment Transactions to Chipper customers on our mobile application through aggregated accounts at PayrNet and third party aggregated accounts in the other countries in which Chipper operates;

“**Account**” means any account opened for you with us enabling you to access the App, including a payment account, electronic money account, or any other applicable definition of an account record;

“**Accepted Payment Method**” means a payment by Card, bank transfer, Mobile Money Account, or any other payment method that is accepted by Chipper in exchange for issuing E-Money to your E-Wallet;

“**Applicable Law**” means any and all applicable laws, legislation, bye-laws, decisions, notices, statutes, orders, rules (including any rules or decisions of court), regulations, directives, edicts,

schemes, warrants, local government rules, statutory instruments or other delegated or subordinate legislation and any directions, codes of practice issued pursuant to any legislation, voluntary codes, other instruments made or to be made under any statute and codes of conduct and mandatory guidelines (including in all cases those that relate to audit, accounting or financial reporting) and which have legal effect, whether local, national, international or otherwise existing from time to time, together with any similar instrument having legal effect in the relevant circumstances;

**“Authentication”** means the performance of operations which enable us to verify your identity;

**“Authentication Instrument”** means an item, feature, information or other instrument that enables you to Authenticate yourself to us, and / or to Authorise certain operations for us (for example personalised security details for the App, a password, a one-time authentication code, a PIN, a mobile phone, a mobile phone number, a fingerprint or personalised security questions);

**“Authorise / Authorisation”** means the performance of operations by which you give us a confirmation of your consent to performing certain operations, for example to make a payment;

**“Authorised Merchant”** means a merchant expressly authorised by Chipper to receive payments in relation to its merchant activities via the App;

**“Authorised Merchant Payment”** means a Payment Transaction between you and an Authorised Merchant made via the App;

**“Business Days”** means a day other than a Saturday, Sunday or a public holiday in England when financial institutions in London are open for business;

**“Card”** means a bank, payment, or credit card which is denominated in a fiat currency and is not linked to any cryptocurrency;

**“Covered Third Parties”** means any or all third party operating system providers such as Apple Inc. (**“Apple”**), Google LLC, and Microsoft Corporation, (and each of their respective related entities), your mobile phone or other mobile device manufacturer, your wireless carrier or other network provider, any other product or service provider related to your mobile device service.

**“E-Money” or “Electronic Money”** means monetary value, which is stored electronically for you, and which represents a claim on PayrNet. E-Money is issued by PayrNet on receipt of cleared funds in a corresponding amount for the purposes of making Payment Transactions via the App;

**“E-Wallet”** means a non-interest-bearing electronic account maintained for the sole purpose of enabling you to a make and receive transfers of Electronic Money issued by us and denominated in sterling;

**“Fee Schedule”** means the document comprising all the fees payable by a user for the use and management of an E-Wallet which is available on the App;

**“Fees”** means the fees payable by you to us for using our Services as set out on our Fee Schedule;

**“Nominated Account”** has the meaning set out in clause 3.8 below;

**“Individual”** means a natural person;

“**Legal Entity**” means any entity with a legal personality that is not an Individual;

“**Large Enterprise**” means a Legal Entity that is not a Micro Enterprise;

“**Micro Enterprise**” means a Legal Entity that is either:

(1) a body whose annual income is less than £1 million and is—

- a. in England and Wales, a charity as defined by section 1(1) of the Charities Act 2011;
- b. in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005;
- c. in Northern Ireland, a charity as defined by section 1(1) of the Charities Act (Northern Ireland) 2008, or

(2) an enterprise / carrying on an enterprise which, at the time at which this Agreement is entered into:

- a. employs fewer than 10 persons; and
- b. has a turnover or annual balance sheet that does not exceed €2 million;

“**Mobile Money Account**” means an account used to store and transfer funds held with a mobile network operator;

“**Payment Order**” means any instruction by you to us requesting the execution of a Payment Transaction;

“**Payment Transaction**” means an act initiated by the payer or payee of placing, transferring or withdrawing funds, irrespective of any underlying obligations between the payer and the payee;

“**Services**” means the services set out in clause 2.1 below;

“**Website**” means <https://chippercash.com/> as updated from time to time;

“**we**”, “**us**”, or “**our**” means either or both of Chipper and / or PayrNet;

## 2. THE E-MONEY SERVICES

2.1 The services that will be provided by us under this Agreement shall include:

- 2.1.1 the opening and management of an E-Wallet;
- 2.1.2 issuing E-Money to your E-Wallet upon receipt of cleared funds paid to us by an Accepted Payment Method;
- 2.1.3 debiting E-Money from your E-Wallet following the execution of a Payment Transaction or the payment of any fees pursuant to this Agreement;
- 2.1.4 crediting E-Money to your E-Wallet following the execution of a Payment Transaction (for example following the execution of a Payment Transaction where you are receiving the relevant payment); and
- 2.1.5 redeeming E-Money following a request by you to redeem E-Money held in your E-Wallet and paying the relevant amount to your Nominated Account;

2.2 Your E-Wallet shall not be subject to any overdraft, advance or credit.

### 3. **OPENING AN ACCOUNT**

3.1 We offer the following different types of Account which operate as follows:

3.1.1 **Personal Account** – for use in person-to-person transfers with friends and family, and other people whom you know. Personal Accounts may also be used to make Authorised Merchant Payments as described in this Agreement where such Authorised Merchant Payments are available. Some features of Personal Accounts may be limited based on how you wish to use the Services, how much you need to send or spend, and what we know about you. We may also require that you provide additional information in order to complete a Payment Transaction. Personal Accounts may not be used to receive business, commercial or merchant transactions.

3.1.2 **Business Account** – Business Accounts must be applied for and explicitly authorised by us once they are available. By opening a Business Account and accepting the terms as outlined in this Agreement, including, but not limited to, the Rules and Restrictions for Business Accounts set forth below you confirm that neither you nor your business is establishing a Business Account primarily for personal, family, or household purposes. We may reverse or place a hold on your transactions or place a reserve on your funds if you are in breach of this Agreement, including, but not limited to, if you are using a Personal Account for business purposes or vice versa.

3.2 In accordance with Applicable Law, we are required to apply due diligence measures aimed at the prevention of money laundering and terrorist financing before you can open an Account. Among other measures, we are required to identify and verify your identity and collect information about you, your use of the services provided to you and any suspicions of money laundering or terrorist financing which we may develop with regard to you or use of the services provided to you.

3.3 You are required to provide us with all information and documents which we demand from you in order to apply the due diligence measures referred to in clause 3.2 or to perform any other obligations under Applicable Law and/or this Agreement.

At a minimum, you must provide the following as part of your application to us to provide Services:

#### **If you are an Individual:**

3.3.1 your full name, address, date of birth, and nationality;

3.3.2 your e-mail address;

3.3.3 your mobile phone number and, in certain circumstances, your mobile phone device's identification number;

3.3.4 as a proof of your identity, a copy of any of the following documents:

(a) a valid passport; or

(b) a valid EU member state national identification card;

3.3.5 as a proof of your address, a copy of any of the following documents:

(a) a valid UK driving licence;

(b) lease contract;

- (c) recent bank statement;
- (d) recent government issued tax statement;
- (e) recent council tax bill;
- (f) recent utility bill.

**If you are a Legal Entity:**

- 3.3.6 your full registered name, registered address, business operating address (if different to registered address), date of incorporation, business licence / registration number, jurisdiction of establishment (if relevant and / or, in each case, any such analogous information), bank account details, email address, website address, telephone or mobile contact number, and tax number;
- 3.3.7 a description of the type of business carried out by you and expected transaction volumes;
- 3.3.8 the contact information for your primary representative;
- 3.3.9 the full name(s), address(es), date(s) and place(s) of birth, nationality(ies), the identity documents referred to in clauses 3.4 and 3.5 for each of your directors (or relevant equivalents), any shareholders (or relevant equivalents) holding 25% or more of the share capital (or equivalent) in the Legal Entity, and / or any ultimate beneficial owner(s);
- 3.3.10 as a proof of your address, a copy of any of the following documents:
  - (a) extract from your jurisdiction of establishment's relevant commercial register;
  - (b) lease contract;
  - (c) recent bank statement;
  - (d) recent government issued tax statement;
  - (e) recent council rates bill;
  - (f) recent utility bill.
- 3.4 We may request, in our sole discretion:
  - 3.4.1 you to provide one or more answers to security questions that will be used as part of any Authorisation under this Agreement; and
  - 3.4.2 any additional information or documents it deems necessary and appropriate in line with its assessment of risks relevant to you as its client, both in course of its review of your application and during the whole period of validity of this Agreement.
- 3.5 You undertake that all information and documents which you present us are true, accurate and up to date. If, at any point during the term of the Agreement, any of the information and documents presented to us should change or you identify that they were false, inaccurate and / or incorrect in any form, then you shall promptly present us with the respective updated information and documents. You can update the information and documents presented to us by email at [support@chippercash.com](mailto:support@chippercash.com) and we may ask you at any time to confirm the accuracy of your information and / or provide additional supporting documents.

- 3.6 We may also contact third parties to collect and / or verify the information and documents presented by you under this Agreement. We may limit your E-Wallet and your access to funds held in your E-Wallet until such collection of information and / or verification is completed.
- 3.7 If your application to open an Account is successful, we will open an E-Wallet in your name and send you a confirmation through the App.
- 3.8 In order to use your E-Wallet, you must also provide us with details of a payment account opened in your name with a bank or payment account provider established in the EEA or in a third-party country which imposes equivalent anti money laundering and terrorist financing laws (a “**Nominated Account**”). This is in addition to any other information requested by us.
- 3.9 If, after being accepted by us, you wish to change your Nominated Account, you must notify us by submitting the new Nominated Account details via the App or by email at [support@chippercash.com](mailto:support@chippercash.com). We will review the new Nominated Account details and will confirm if the change is accepted. The change of Nominated Account will only be effective following the express confirmation from us.
- 3.10 Once we have activated the full functionality of your Account, you may login to access your E-Wallet via the App.

#### 4. **KEEPING YOUR ACCOUNT SAFE**

- 4.1 You must take all reasonable precautions to keep your E-Wallet, any security information relevant to your E-Wallet and your Account linked to your E-Wallet safe and to prevent fraudulent use of them. You must use reasonable endeavours to prevent any unauthorised access to, or use of, your E-Wallet and should notify us immediately by email at [support@chippercash.com](mailto:support@chippercash.com), of any such unauthorised access or use, or any suspicion of access or use.
- 4.2 Your login for your Account should not be disclosed to anybody or kept in written form to prevent fraud and misuse of its E-Wallet. We also recommend that obvious passwords, such as your name or the phrase “password”, are not used.
- 4.3 You should also:
- 4.3.1 take care to ensure that no one hears or sees your login details when you use it;
  - 4.3.2 not disclose your full login details or password to anyone, including the police and us;
  - 4.3.3 never write your password down, nor keep a record of it;
  - 4.3.4 comply with all reasonable instructions we issue regarding keeping your login details and password;
  - 4.3.5 change your login details and / or password immediately and telling us as soon as possible if you know, or even suspect, that someone else knows any of those details, or if we ask you to;
  - 4.3.6 keep any computer / device you use to access the App secure and using up to date virus checking software and personal firewall software.
  - 4.3.7 never access the App from any shared device (or any public internet access device or access point) or any device connected to a local area network;

- 4.3.8 make sure you always log out of the App, and never leaving your device unattended when you are logged in; and
- 4.3.9 never share any Account details or payment details on social media or any website.
- 4.4 If your Account login details are lost or stolen, or if you suspect that someone else knows your login details or your verified mobile phone and / or e-mail are compromised, you must contact us by email at [support@chippercash.com](mailto:support@chippercash.com) without undue delay.
- 5. **FUNDING YOUR E-WALLET**
- 5.1 Once your Account has been opened, E-Money can be issued to you and credited to your E-Wallet in exchange for a payment made by an Accepted Payment Method.
- 5.2 When you wish to purchase E-Money, you must log in to the App and enter the details of the Accepted Payment Method you wish to use to purchase the E-Money via a payment page dedicated for this purpose.
- 5.3 Transfers of funds for the purchase of E-Money by Card are executed by the institution having issued the Card. Any dispute surrounding such a transfer must be notified to the Card issuer. We are not authorised to cancel such a purchase once you have made a payment request (although you may opt to redeem any E-Money purchased, subject to any applicable Fees (as set out in the Fee Schedule)).
- 5.4 Acceptance by us of an order for payment by an Accepted Payment Method does not guarantee that you will receive the corresponding E-Money in your E-Wallet. The issuing of E-Money to your E-Wallet is conditional upon actual receipt by us of the cleared funds transferred minus any applicable Fees (as set out in the Fee Schedule).
- 5.5 We will issue E-Money to your E-Wallet once we have received cleared funds. For some deposit methods such as Card, we will credit the E-Money funds to your E-Wallet as soon as possible subject to our right of reversal. This means if the actual amount you intended to upload does not reach us within a reasonable time, we may deduct such amount from your E-Wallet. If you do not have enough money in your E-Wallet for this purpose, we can demand repayment from you using other methods.
- 5.6 You accept and agree that any currency other than sterling (as your E-Wallet is denominated) loaded / reloaded into your E-Wallet will be converted into the sterling at the rate of exchange applied by our internal payment providers or bank plus any applicable fees. You accept that such conversion shall be entirely at your own cost and risk. For every currency conversion, we will apply our then current exchange rates which are updated regularly. The applied exchange rate will be provided to you before the confirmation of the Payment Transaction.
- 5.7 Any E-Money issued to your E-Wallet in exchange for a payment by way of bank transfer must be sent from your Nominated Account.
- 5.8 We may, in our sole discretion, place a reserve on funds held in E-Wallets with a high volume of Payment Transactions when we believe there may be a high level of risk associated with the E-Wallet. If an E-Wallet is subject to a reserve, we will give provide notice specifying the terms of this reserve. These terms may require that a certain percentage of the amounts received into an E-Wallet is held for a certain period of time, or that a certain amount of E-Money is held in reserve, or anything else that we determine is necessary to protect against the risk associated

with the E-Wallet. We may, subject to clause 17 below as applicable, change the terms of this reserve at any time by giving notice of these new terms.

- 5.9 If the balance of your E-Wallet is negative for any reason (or if there are any other past sums due to us), we may set off the negative balance by deducting amounts you owe us from funds you receive into your E-Wallet, or funds you attempt to withdraw or send from your E-Wallet. You agree to allow us to recover any amounts due to us by debiting your E-Wallet. If there are insufficient funds in your E-Wallet to cover the amount due, you agree to reimburse us through other means including:
- 5.9.1 recovering the amount due from your Nominated Account;
  - 5.9.2 recovering the fees from your alternate funding sources; and / or
  - 5.9.3 taking other legal actions to collect the amount due, to the extent allowed by Applicable Law.
- 5.10 To secure your performance of this Agreement, you hereby grant to us a lien on and security interest in your E-Wallet and agree to execute any further documentation to perfect these rights of ours.
- 5.11 We safeguard all funds that have been received in exchange for E-Money that has been issued in accordance with its obligations under Applicable Law.

## 6. EXECUTING PAYMENT TRANSACTIONS

- 6.1 You can use your E-Money balance to execute Payment Transactions, whether by way of a transfer to your own account, or to a third party, by redeeming part of your E-Money balance and / or redemption of your balance back to your Nominated Account.
- 6.2 You must ensure that you have sufficient available balance of E-Money in your E-Wallet to cover the full value of your Payment Transaction and the relevant fees (as set out in the Fee Schedule) when you give a Payment Order to us.
- 6.3 You may choose to execute a Payment Transaction by designating a Mobile Money Account linked to your E-Wallet as your Nominated Account. In such circumstances, if your E-Wallet has insufficient available balance, we shall credit your E-Wallet using the selected Mobile Money Account in order to cover the full value of your Payment Transaction and the relevant fees (as set out in the Fee Schedule).
- 6.4 If there is insufficient E-Money available in your E-Wallet to cover the Payment Transaction, we will block the Payment Transaction and you will receive a notification confirming that you have “insufficient balance”.
- 6.5 Where any payment out of your E-Wallet is made in a currency other than sterling, we are entitled to debit your E-Wallet balance in sterling in the amount equivalent to the Payment Transaction amount, converted into sterling using the currency exchange rate you agreed with us before the relevant Payment Transaction is executed.
- 6.6 All Payment Transactions to third parties, withdrawals, and redemptions set out in this clause 5.11 are subject to the limits set out in clause 10.
- 6.7 In order to submit a Payment Order, you must provide at least the following information through the App:

- 6.7.1 name of the recipient;
- 6.7.2 address of the recipient;
- 6.7.3 recipient's bank / payment institution;
- 6.7.4 recipient's bank account number;
- 6.7.5 name of any intermediary party(ies);
- 6.7.6 purpose of the payment;
- 6.7.7 any other information requested by us;

and follow the on-screen instructions to confirm and submit the Payment Order.

- 6.8 Where we permit you to make Payment Transactions to other holders of E-Wallets with us, to initiate a Payment Order on the App to such an E-Wallet you must provide the recipient's account number, username, and the purpose of the payment and follow the on-screen instructions to confirm and submit the Payment Order.
- 6.9 In order to Authorise a Payment Transaction, you must insert a one-time authentication code on the App, which will be delivered to your verified mobile phone number or e-mail address, or any other Authentication Instrument as required by us from time to time. You are obliged to verify the payment amount, the payment recipient and other important information before providing Authorisation to a Payment Transaction.
- 6.10 Prior to executing a Payment Order, if you are an Individual or a Micro Enterprise, we shall present you with at least the following information via the App:
  - 6.10.1 the name and account number of the recipient of the payment;
  - 6.10.2 the payment amount and currency;
  - 6.10.3 the date on which your account is debited; and
  - 6.10.4 the amount payable for executing the payment order.
- 6.11 After the execution of a Payment Order, if you are an Individual or a Micro Enterprise, in addition to the four items listed in 6.10, we shall also present you with the following information via the App:
  - 6.11.1 the payment order number; and
  - 6.11.2 the date on which the payee's account is expected to be credited (upon receiving a payment).
- 6.12 If you are a Large Enterprise, we shall present such information at such intervals as we see fit and / or as is agreed between you and us from time to time.
- 6.13 When a Payment Transaction is executed, we shall deduct the value of the Payment Transactions from the E-Money balance in the E-Wallet as well as any applicable fees as soon as they become payable as per the Fee Schedule.
- 6.14 Where a Payment Transaction from the E-Wallet is reversed, the reversed funds will be received by us and we shall deem this as a request by the intended recipient to purchase E-Money. As a result, your E-Wallet will be issued with E-Money equivalent to the sum refunded.

7. **REDEMPTIONS**

- 7.1 Any redemptions requested by you from your E-Wallet will be made to a Nominated Account only. E-Money held in your E-Wallet may be redeemed at any time, subject to any procedural restrictions and applicable Fees (as set out in the Fee Schedule), by initiating a Payment Transaction to your Nominated Account via the App.
- 7.2 We reserve the right to request any additional documents concerning you or a specific Redemption or Payment Transaction.

8. **EXECUTION TIMEFRAMES**

- 8.1 Where a Payment Order is not refused or delayed, a Payment Order is binding as of the moment we receive the Payment Order. The Parties deem that we receive a Payment Order in line with the following:
- 8.1.1 where you agree that execution of the Payment Transaction is to take place;
- (a) on a specific day;
  - (b) on the last day of a certain period; or
  - (c) on the day on which you have put funds at our disposal,
- the time of receipt is deemed to be the day so agreed, unless it is not a Business Day in which case it will be deemed to be received on the next applicable Business Day.
- 8.1.2 in all other Payment Transactions:
- (a) if a Payment Order is submitted before 15:00 on a Business Day, it will be deemed to be received on that Business Day;
  - (b) if a Payment Order is submitted after 15:00 on a Business Day, it will be deemed to be received on the next applicable Business Day; and
  - (c) if a Payment Order is submitted on day that is not a Business Day, it will be deemed to be received on the next applicable Business Day.
- 8.2 If you have submitted a Payment Order which is deemed to be received on the same Business Day, then it is binding on you and you cannot withdraw the Payment Order.
- 8.3 If you are an Individual or Micro Enterprise and have submitted a Payment Order which is deemed to be received on a later Business Day, then you can, until the Business Day before the Business Day on which the Payment Order is deemed to be received, withdraw the Payment Order via the App. After that point it will become binding on both Parties.
- 8.4 If you are a Large Enterprise, once you have submitted a Payment Order, you cannot withdraw it without our explicit express consent.
- 8.5 Payment Transactions from your E-Wallet will be executed in accordance with the following timescales:
- 8.5.1 Where the recipient's account or your Nominated Account is in the UK or EEA - the Payment Transaction will be credited to the recipient's payment service provider's account or your Nominated Account by the end of the Business Day following the time of receipt of the Payment Order.

- 8.5.2 Where the recipient's account or your Nominated Account is in the EEA and the transaction involves only a currency conversion between euro and sterling - the Payment Transaction will be credited to the recipient's payment service provider's account or your Nominated Account by the end of the Business Day following the time of receipt of the Payment Order, provided:
- (a) the currency conversion is carried out in the UK; and
  - (b) if the recipient's account or your Nominated Account is an EEA Member State other than the UK, the transfer takes place in euro.
- 8.5.3 Any other circumstances - the Payment Transaction will be credited to the recipient's payment service provider's account or your Nominated Account by the end of the fourth Business Day following the time of receipt of the Payment Order.

## 9. **REFUSING / DELAYING PAYMENT TRANSACTIONS**

- 9.1 We review Account and Payment Transaction activity at various times, including when you initiate a transfer of funds out of your E-Wallet, for amongst other things, suspicious or illegal activity. If and where appropriate we have the right to refuse any Payment Order and / or delay and investigate the execution of the Payment Transaction where:
- 9.1.1 you have not provided the information required to execute the Payment Order and / or any additional information we have requested about the Payment Transaction;
  - 9.1.2 you fail to Authorise the Payment Transaction in accordance with any request to do so;
  - 9.1.3 if Applicable Law prohibits the Payment Transaction from being executed and / or we are required to carry out further financial crime checks;
  - 9.1.4 if we believe or suspect that a Payment Transaction may be fraudulent or relate to any other criminal activity;
  - 9.1.5 you have breached the Agreement in any manner, or the carrying out of the Payment Transaction would result in such a breach;
  - 9.1.6 there is an insufficient E-Money balance for the full value of the Payment Transaction and any applicable fees;
  - 9.1.7 executing the Payment Transaction would cause a breach of a payment limit set under clause 10;
  - 9.1.8 if a bankruptcy order or any analogous proceedings are made against you;
  - 9.1.9 if a third party prevents us from making the payment (for example, one of the payment systems we are required to use for the Payment Transaction);
  - 9.1.10 the Payment Transaction can only be executed via a Payment System that we are not part of; and / or
  - 9.1.11 the services provided to you have been suspended (in any way).
- 9.2 In addition to the actions set out above in clause 9.1, we reserve the right to also take any of the following actions following a review:
- 9.2.1 hold funds subject to a Payment Transaction;

- 9.2.2 apply funds to a negative E-Wallet balance or use funds to offset a loss incurred by us;
  - 9.2.3 suspend or terminate your Account;
  - 9.2.4 seize funds to comply with a court order, warrant, and / or other legal process; and / or
  - 9.2.5 reverse a Payment Transaction (i.e. return funds to the payer's E-Wallet).
- 9.3 If a Payment Order is subject to an investigation, we may place a hold on the payment and, subject to the Applicable Laws, provide notice to the recipient. Following our review, we may either approve or cancel the Payment Order. If we approve a Payment Order, we shall provide notice to the recipient. If the Payment Order has been cancelled, we may, subject to the Applicable Laws, return the E-Money to your E-Wallet. Where an investigation is ongoing, we reserve the right to freeze your Account.
- 9.4 We also reserve the right to freeze and block your Account if we deem any funds to have been acquired illegitimately or where you are unable to provide details of the original source of the funds from your Nominated Account to your E-Wallet.
- 9.5 If a Payment Order is refused / Payment Transaction delayed, provided it is permitted by Applicable Law, you will be informed of the action taken and its reasons in advance or, if that is not possible, immediately after.
- 10. PAYMENT LIMIT**
- 10.1 From time to time, we may set payment limits on the value of Payment Transactions you may carry out:
- 10.1.1 in respect of a single Payment Transaction; and / or
  - 10.1.2 in respect of cumulative Payment Transactions over a specified period of time.
- 10.2 Applicable payment limits are available on the Website. We shall increase or decrease any payment limits at our sole discretion and shall notify you in advance of any changes made.
- 10.3 If you wish to increase or decrease payment limit, then you should contact the us at [support@chippercash.com](mailto:support@chippercash.com).
- 10.4 We shall increase any payment limits only at our sole discretion and shall not be obliged to increase any payment limit. We shall have the right to ask you for information and documents to substantiate and certify the need for increasing a payment limit.
- 11. UNAUTHORISED PAYMENTS**
- 11.1 Subject to this clause 11, where an unauthorised Payment Transaction is made from your Account you will only be liable for up to a maximum of £35 for any losses incurred as a result of unauthorised Payment Transactions arising:
- 11.1.1 from the use of your Authentication Instrument when these have been lost or stolen; or
  - 11.1.2 where you have failed to keep your Authentication Instrument safe.
- 11.2 You shall not bear any liability for unauthorised Payment Transaction in cases where:
- 11.2.1 the damage was caused by our action or inaction (including that of our employees and / or agents);

- 11.2.2 the loss, theft or misappropriation of the Authentication Instrument was not detectable by you prior to the Payment Transaction;
- 11.3 Except where you have acted fraudulently, you shall not bear any liability for unauthorised Payment Transaction in cases where:
  - 11.3.1 We have not enabled you to notify us in accordance with clause 4.4;
  - 11.3.2 you have already notified us of the loss, theft or misappropriation of the Authentication Instrument;
  - 11.3.3 we do not require strong customer authentication in circumstances where it should have been required; and / or
  - 11.3.4 the Authentication Instrument have been used in connection with a distance contract (for example, an online purchase).
- 11.4 You will bear full liability for any unauthorised Payment Transactions in cases where:
  - 11.4.1 you have committed fraud; or
  - 11.4.2 you have intentionally or due to gross negligence breached one or several of the obligations regarding the keeping of Authentication Instrument safe as stipulated in the Agreement; or
  - 11.4.3 you have intentionally or due to gross negligence failed to notify us in accordance with clause 19 without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Authentication Instrument, or, in any event,
    - (a) if you are an Individual or Micro Enterprise, more than 13 months after the day on which your E-Wallet was debited in relation to the unauthorised Payment Transaction;
    - (b) if you are a Large Enterprise, more than one month after the day on which your E-Wallet was debited in relation to the unauthorised Payment Transaction.
- 11.5 Where you are a Large Enterprise, if you deny having authorised an executed Payment Transaction:
  - 11.5.1 it is for you to prove that the Payment Transaction was not authenticated, was not accurately recorded, was not entered in our accounts and / or was affected by a technical breakdown or some other deficiency in the service provided by us, and
  - 11.5.2 the use of an Authentication Instrument which is recorded by us shall act as proof that:
    - (a) the Payment Transaction was authorised by you; and / or
    - (b) that you acted fraudulently or failed with intent or gross negligence breached one or several of the obligations regarding the keeping of Authentication Instrument safe as stipulated in the Agreement.
- 11.6 Where you are not liable in full for an unauthorised Payment Transaction, we shall return to you the relevant amount (including any fees and interest) by no later than the next Business Day after the day on which we learned about the unauthorised Payment Transaction.

## 12. UNEXECUTED AND INCORRECTLY EXECUTED PAYMENTS

- 12.1 We will not be liable for any loss or costs you may suffer as a result of us acting on your instructions (regardless of whether or not that loss / costs could have been foreseen).
- 12.2 If you are an Individual or Micro Enterprise, in cases where we have not executed or have incorrectly executed a Payment Transaction, you shall have the right to claim an immediate refund from us of the respective payment amount without any deductions being made from the payment amount. In case we charged a service fee from you upon executing the Payment Transaction then you shall have the right to claim a refund from us of the respective service fee together with interest for late payment calculated from the service fee in accordance with the statutory rate for interest for late payment. If we have, upon executing the Payment Transaction, made any unjustified deductions from the payment amount, then we are obliged, without delay, to forward such unjustifiably deducted amounts to the recipient of the payment.
- 12.3 You shall not have the rights stipulated in clause 12.2 in cases where we have executed your Payment Order in full accordance with the payment information submitted by you to us. In such case you shall have the right to request that we help you to retrieve the payment amount and we shall have the right to charge you any fee indicated in the Fee Schedule.
- 12.4 If you are a Large Enterprise, clauses 12.2 and 12.3 shall not apply to you, and we shall have no liability to you in respect of an immediate refund of the respective payment amount. If a Payment Transaction has been incorrectly executed, and you notify us of this, you may request that we help you to retrieve the payment amount. In such case we shall have the right to charge you any fee indicated in the Fee Schedule.

## 13. TERM AND TERMINATION

### *Term*

- 13.1 Once this Agreement is effective, there is no minimum contract period. This Agreement shall continue until it is terminated. Termination shall be effected in accordance with this clause 13.

### *Termination by notice*

- 13.2 You may terminate this Agreement at any time, subject to you emailing us at support@chippercash.com and requesting that we close your Account. It may take up to 30 days for your Account closure to be complete.
- 13.3 If you are an Individual or Micro Enterprise, we may terminate this Agreement at any time, subject to providing you with a period of two months' notice.
- 13.4 If you are a Large Enterprise, we may terminate the Agreement at any time on notice.
- 13.5 Where you have a Business Account, you may not terminate this Agreement to evade any investigation or review pursuant to clause 9 above. If you attempt to terminate this Agreement while we are conducting an investigation or review, we may hold your funds for up to 180 days to protect us or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties, and other liability. You will remain liable for all obligations related to your Account even after the Account is closed.

### *Termination by us and right to refuse to provide services*

13.6 In connection with our obligations under Applicable Law, we reserve the right to refuse to provide any services to you and the right to immediately terminate this Agreement entered into with you, in the occurrence of one or several of the following circumstances:

13.6.1 you are not:

**If you are an Individual:**

- (a) at least 18 years of age;
- (c) capable of entering into legally binding contracts;
- (d) a resident of a country in which we operate; and / or
- (e) a citizen of the UK or a country in the European Economic Area;

**If you are a Legal Entity:**

- (a) where relevant, validly incorporated / registered (as appropriate);
- (b) capable of entering into legally binding contracts;
- (c) incorporated / registered (as appropriate) in a country in which we operate; and / or
- (d) incorporated / registered (as appropriate) in the UK or a country in the European Economic Area;

13.6.2 we are unable to apply one or several due diligence measures to you to its full satisfaction, including being unable:

- (a) to identify your purpose on using our services;
- (b) to verify your identity and, where relevant, that of any beneficial owners we consider relevant; and / or
- (c) to obtain sufficient understanding supported by relevant documents and / or information on the origin of your funds, source of your wealth or other proof of your financial situation;

13.6.3 you do not, regardless of our demand, present us with additional information and / or documents, which we are obliged to collect under Applicable Law;

13.6.4 you carry out any activity in breach of Applicable Laws, or which we consider harmful (either to the App or to another person) or immoral;

13.6.5 you have:

- (a) presented us with incorrect or insufficient information and / or documents;
- (b) not performed an obligation under this Agreement; or
- (c) caused damage to us or created a threat giving rise to such damage;

13.6.6 we suspect that you may be involved with or that the services provided to you may be used for money laundering, terrorist financing, fraud or any other illegal activity and we are unable to remove such suspicions;

- 13.6.7 there are circumstances related to you or a person affiliated with you which indicates to a higher risk of money laundering, terrorist financing, fraud or any other illegal activity and, in connection thereof, we do not wish to provide services to you;
  - 13.6.8 you or a person affiliated with you are or has been the subject of UK or an international financial sanction;
  - 13.6.9 you have overdue payables to us for which we have the right to claim from you for interest for late payment;
  - 13.6.10 a competent public authority or another competent authority, including any competent law enforcement authority, supervision authority, tax authority, court or bailiff, has given us a lawful order to terminate your Account or to restrict the services provided to you in any other way;
  - 13.6.11 an administrator of an international clearing system, including an international card organisation, a correspondent bank working with us or any other intermediary to the services provided to you demands that we restrict the services provided to you; and / or
  - 13.6.12 we may not provide services to you under Applicable Law and / or we have the right under Applicable Law to refuse from providing services to you and / or we have the right under Applicable Law to immediately terminate the Agreement entered into with you.
- 13.7 If we have exercised our right stipulated in clause 13.6 to refuse to provide services to you or to terminate an Agreement entered into with you it shall not be liable to you for any costs, losses, claims, and expenses caused to you as a result of it taking this action.

#### **14. CONSEQUENCES OF TERMINATION**

- 14.1 Upon termination of this Agreement for any reason, we have the right to prohibit your access to the Services, including without limitation by deactivating your Account, and to refuse future access to the Services by you or if a business entity, its parent, affiliates or subsidiaries or its or their successors.
- 14.2 Upon the termination of this Agreement, we shall:
- 14.2.1 reject any Payment Transactions that have not yet been deemed to be received;
  - 14.2.2 close your E-Wallet; and
  - 14.2.3 redeem any remaining E-Money held in your E-Wallet to your Nominated Account, less any fees due and payable to us.
- Following the transfer set out in clause 15.2.3, we will have no further obligations towards you in respect of this Agreement.
- 14.3 If we are unable (for whatever reason) to redeem any remaining E-Money held in your E-Wallet to your Nominated Account following a termination, we will retain the credit balance in a segregated account until notified of a valid payment account (which would be capable of satisfying the requirements of a Nominated Account) to which it can transfer the funds.
- 14.4 Where there is an insufficient balance of E-Money to satisfy all fees due and payable to us, you will be required to transfer any outstanding amounts (after the amounts due and payable have

been offset against the E-Wallet balance) to an account nominated by us within 5 Business Days.

- 14.5 We are not required to redeem any E-Money from your E-Wallet where you made a request for redemption more than six years after the date of termination of this Agreement.

15. **STATEMENTS**

- 15.1 You may at any time view or download a statement of E-Money issuances, Payment Transactions and Redemptions made to or from your E-Wallet via the App in a section labelled "Account History" and we shall make available to you a monthly account statement for the previous 12 months from the date of your request. If this statement shows any transaction which was not made by you, please report this by reaching out to us at support@chippercash.com.

16. **FEES**

- 16.1 You are obliged to pay us the fees outlined in the Fee Schedule for the services provided to you by us under this Agreement.
- 16.2 In case there is a Fee included in the Fee Schedule for a service provided to you, then we shall debit funds from your E-Wallet accordingly without notifying you.
- 16.3 In case there is monthly fee included in the Fee Schedule for a service provided to you, then we shall debit the respective amount from your E-Wallet in advance on the Business Day that the relevant service was first provided to you and then the same Business Day in each subsequent month, unless the Agreement or the Fee Schedule indicates otherwise.
- 16.4 Following a Payment Transaction, you are liable to us for the full amount of the payment plus any additional fees incurred if the payment is later invalidated for any reason. This means that, in addition to any other liability, you will be responsible for the sum of the Payment Transaction, plus applicable fees if you make an unsuccessful claim or a chargeback, or if there is a reversal of the Payment Transaction. You agree to allow us to recover any amounts due to us by deducting the relevant sum your E-Wallet. If there are insufficient funds in your E-Wallet to cover the amount due, you agree to reimburse us through the other means including those set out in clauses 5.9.1 to 5.9.3.
- 16.5 If we make a payment to you for a claim, reversal, or chargeback that you file with us against a recipient of your payment, you agree that we assume your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in our discretion.

17. **AMENDING THIS AGREEMENT**

- 17.1 The valid versions of this Agreement and the Fee Schedule shall be deemed to be the newest versions of the documents available on the Website.
- 17.2 We shall have the right to unilaterally this Agreements including the Fee Schedule.
- 17.3 Upon amending this Agreement, we shall notify you about the amendments in accordance with clause 19.
- 17.3.1 If you are an Individual or Micro Enterprise, we will notify you at least two months in advance of the amendments entering into force, unless stipulated otherwise. If you do

not accept the amendments, then you may, at any time prior to the entry into force of the amendments terminate the Agreement without any additional fees effective immediately by notifying us via the App or by e-mail to support@chippercash.com. If you have not, prior to the entry into force of the amendments, notified us that you do not agree to the amendments, then it shall be deemed that you have agreed to the amendments and you will no longer be able to terminate the Agreement under this clause 17.3.

17.3.2 If you are a Large Enterprise, we will use reasonable endeavours to notify you of any amendment in advance, but are not obliged to do so.

17.4 If you are a Large Enterprise, any amendments to interest rates shall be carried out in accordance with clauses 17.2 and 17.3.

17.5 If it becomes apparent that any provision of any Agreement is void under Applicable Law, then subject to Applicable Law we shall have the right to unilaterally amend the Agreement by replacing the void provision with a valid provision so that the purpose of the valid provision would, as much as possible, serve the purpose of the void provision. In such case we shall notify you about the amendment via the App or by email. In such case you do not have the right to terminate the Agreement in accordance with clause 17.3.

## 18. **ADDITIONAL REQUIREMENTS FOR LARGE ENTERPRISES**

18.1 Where you are a Large Enterprise, you agree that:

18.1.1 Part 6 and Regulations 66(1), 67(3) and (4), 75, 79, 80, 83, 91, 92 and 94 of the Payment Services Regulations 2017 do not apply to this Agreement; and

18.1.2 a different time period applies for the purposes of regulation 74(1) of the Payment Services Regulations 2017 in respect of this Agreement.

## 19. **NOTICES**

### ***General***

19.1 All notices / communications made in respect of the Agreement, and any provided under it by us, will be in English.

### ***Notices to You***

19.2 We may provide you with notices/communications in connection with the services provided to you via:

19.2.1 the App – when you login to the App;

19.2.2 Post – to the most recent postal address you provided to us; or

19.2.3 E-mail – to the most recent e-mail address you provided to us.

19.3 You undertake that the contact details provided to us are up to date and that you can be reached using these contact details. If the contact details should change, then you shall without delay provide us with your updated contact details. You can update your contact details as set out in clause 19.11.

19.4 Notices sent to you by us are deemed to have been received by you when:

- 19.4.1 sent by post – three Business Days after being posted;
- 19.4.2 sent by E-Mail – on the Business Day it is sent;
- 19.4.3 the App - on the Business Day it is accepted through the App.

***Notices to us***

- 19.5 Any notice to us must be sent by post to: FAO: Legal Department, 25 Horsell Road, London, United Kingdom, N5 1XL or by email to [support@chippercash.com](mailto:support@chippercash.com).
- 19.6 If you notify us of any event orally, we may require that you send us written confirmation within 10 Business Days. During the course of our investigation of such an event, we may request additional information from you.

**20. PRIVACY AND DATA PROTECTION**

- 20.1 Protecting your privacy is very important to us. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy and protecting your data, as well as our use and disclosure of your information. If you receive information about another Chipper customer through the Services, you must keep the information confidential and only use it in connection with the service. You may not disclose or distribute a Chipper user's information to a third party or use the information for marketing purposes without that user's express consent.

**21. THE APP**

***Third Party Operating System Providers, Phone Manufacturers, and Wireless Carriers***

- 21.1 The App works on an application linked to a particular device and operating system, such as the Apple iOS operating system. We are solely responsible for providing maintenance and support services for the Services. Covered Third Parties have no obligation to provide maintenance or support services for the Services. Covered Third Parties have no warranty obligations whatsoever with respect to the Services and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Services to conform to any warranty provided by us, if any, will be our sole responsibility. We, not any Covered Third Parties, are responsible for addressing any claims relating to the Services, including, but not limited to:

- 21.1.1 product liability claims;
- 21.1.2 any claim that the Services fail to conform to any applicable legal or regulatory requirement;
- 21.1.3 claims arising under consumer protection or similar legislation; and
- 21.1.4 intellectual property claims.

- 21.2 If you are using the Services on an Apple device, you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary. Such rights may also accrue to other handset manufacturers and operating systems which participate in the Services.

***Services via SMS or Mobile Data***

- 21.3 The Services enable you to send and receive payments through your mobile phone via SMS or mobile data plan. If you use the Services on your mobile phone, you are responsible for any

fees that your phone service provider charges for SMS, data services, etc. Your mobile phone service provider is not the provider of the Services.

## 22. INTELLECTUAL PROPERTY

### *Chipper Websites*

- 22.1 The Website (and any other website operated by us) may feature third party offers and enable product searches. We do not warrant that product descriptions, pricing, search results, user ratings and reviews or any other content on the any such website is accurate, complete, reliable, or current. This information is provided for informational purposes only and does not constitute an endorsement by us of any product, service, or vendor.

### *Intellectual Property*

- 22.2 “**chippercash.com**”, “**Chipper**”, and all related logos, products, and services described on any other operated by Chipper (including the Website) and any mobile application operated by Chipper (including the App) are either trademarks or registered trademarks of Chipper or its affiliates (including, in particular, Chipper Parent as defined in Section 22.3 below) or licensors. You may not copy, imitate, or use them without Chipper’s prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and / or trade dress of Chipper. You may not copy, imitate, or use them without our prior written consent. You may use HTML logos provided by Chipper through our vendor services, SMS tools, promotional tools, or affiliate programs without prior written consent for the purpose of directing web and SMS traffic to the service. You may not alter, modify or change these HTML logos in any way, use them in a manner that is disparaging to Chipper or the Service or display them in any manner that implies Chipper’s sponsorship or endorsement. All right, title, and interest in and to the any website operated by Chipper and any content thereon is the exclusive property of Chipper and its licensors. Certain other product or service names, brand names and company names may be trademarks of their respective owners.

### *License Grant*

- 22.3 Certain of the Services require the use of software and software applications provided to you through Chipper (collectively “**Software**”) owned by Critical Ideas, Inc. (“**Chipper Parent**”) and its licensors grant you a limited, nonexclusive license to use Chipper Parent’s Software that we provide to you solely in accordance with this Agreement and any user documentation we may provide, including all updates, upgrades, new versions and replacements of the Software (all of which become part of the “**Software**”) for your personal use only in accordance with this Agreement. If the Software will be downloaded to a mobile device, this license extends to your use of the Software on a device that you own or control, as long as your use is permitted by the usage rules set forth for your particular device (for example, the Apple App Store Terms of Use). You may not rent, lease or otherwise transfer your rights in the Chipper Parent Software to a third party. You must comply with the implementation and use requirements for the Chipper Parent Software contained in this Agreement or in any Services documentation we provide to you. If you do not comply with such implementation and use requirements, you will be liable for all resulting damages suffered by you, us, or any third parties. You agree not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the software. You acknowledge that all rights, title and interest to the Software are owned by Chipper Parent.

Your rights to use the Software cease immediately upon termination of this Agreement and you must delete all of your copies of the Software.

23. **LIABILITY**

23.1 If we incur any damages because you violate our policies, break any laws, or otherwise cause us to suffer any damages or incur any expenses then we may hold your funds up to 180 days, we may recover from you the damages incurred from each violation and take legal action against you to recover additional losses, investigation costs, fines, or legal fees we may incur.

23.2 Unless otherwise prohibited by Applicable Law, you assume all responsibility for your use of the Services and use them at your own risk. To the fullest extent permissible under Applicable Law, all such representations, warranties, guarantees and conditions are disclaimed, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, noninfringement of intellectual property rights, or other terms which might otherwise be implied by statute, common law or in equity. We do not warrant that the services will be uninterrupted or error-free, that defects will be corrected, or that the services, or the servers that process information for the services, are free of viruses, bugs or other harmful components.

23.3 On behalf of us, Covered Third Parties, and each of our respective affiliates, vendors, agents and suppliers, we make the following disclaimers set forth in this clause: the Services are provided on an “as is”, “as available” and “with all faults” basis, without any representations, warranties, guarantees, or conditions of any kind, express, implied or statutory, including, but not limited to, any warranty as to the use or operation of the services, or the information, content or other materials related to the services, whether provided by us, any third party, or any of the Covered Third Parties. Neither we, nor any third party, nor any of the Covered Third Parties warrant nor make any representations regarding the use or the results of the services in terms of correctness, accuracy, timeliness, reliability, or otherwise.

23.4 You assume the entire cost of all necessary maintenance, repair, or correction to any equipment you use in accessing any of the services, including, but not limited to, your mobile phone or other device.

Neither we, nor any third party (including any Covered Third Parties), nor any of their respective affiliates, vendors, agents or suppliers will be liable for, and you agree not to seek against any of the foregoing, any damages of any kind arising from the use of the services, including, but not limited to, indirect, special, incidental, punitive, exemplary, consequential damages or damages resulting from the use of Services, loss of use of the Services, lost data, lost profits, or business interruption arising out of or in any way connected with the use of the services, any delays in the services, or the inability to use the services, or any portion thereof, whether based on contract, tort, negligence, strict liability or otherwise, even if all or any of us have been advised of the possibility of such damages and even if any remedy fails of its essential purpose.

***Limitations on Liability***

23.5 Except as otherwise expressly provided in this Agreement, and to the extent permissible under Applicable Law, our (including our officers, employees or agents) cumulative liability to you for any claims or damages arising out of or related to your use of the Services shall not exceed the Fees you paid to us for the Services provided under this Agreement.

### ***Indemnification***

- 23.6 Except to the extent that any loss is due to a Party's (the "**Non-Breaching Party**") negligence, wilful default or fraud or that of the Non-Breaching Party's employees or Non-Breaching Party's affiliated companies, the other Party will indemnify the Non-Breaching Party against all costs, losses, claims and expenses which may be incurred or made by the Non-Breaching Party arising as a result of or in connection with this Agreement.

### ***Release***

- 23.7 If you have a dispute with one or more other Chipper customers relating to payment, we are not responsible for any such dispute and you hereby release us (and our officers, directors, agents, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

### **24. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 24.1 This Agreement will be governed by English law and the courts of England and Wales will have exclusive jurisdiction over any claim, dispute or matter.
- 24.2 You shall have the right to submit any complaints about the services provided to you by e-mail to us. We will handle all complaints in accordance with our Complaints Handling Procedures, a summary of which is set out on the Website.
- 24.3 If you are an Individual or Micro Enterprise and we have not replied to a duly submitted customer complaint within 15 days, then you may have a right to seek recourse from the Financial Ombudsman Service. The terms for seeking recourse from the Financial Ombudsman Service are stipulated in more detail on the website of the Financial Ombudsman Service at <http://www.financial-ombudsman.org.uk>.
- 24.4 If you are an Individual you could also submit your complaint through the European Commission's Online Dispute Resolution website. The European Commission may then refer your complaint to the Financial Ombudsman Service. You can find more information at <https://ec.europa.eu/consumers/odr/>.

### **25. SURVIVAL AND FORCE MAJEURE**

- 25.1 In the event of termination of this Agreement or the Services, the terms in this Agreement that by their nature are continuing shall survive such termination, including but not limited to clauses 1, 9, 11, 13, 14, 16 to 26.
- 25.2 We shall not be liable for any delay or failure in the performance or in delivery or shipment of materials, or for any damages suffered by you by reason of such delay or failures, directly or indirectly caused by or in any manner arising from or connected with acts of God, acts of public enemies, riots, disease (including pandemics and / or epidemics), strikes, acts of governmental agencies, labour difficulties, failure of our power, telecommunications or other suppliers, delays in securing or shortages of raw materials, breakdown or destruction of any system or equipment, or any other cause or causes beyond our control, whether or not similar to those enumerated herein.

26. **GENERAL PROVISIONS**

- 26.1 You acknowledge and agree that this Agreement is between you and us, not with any third party (including, but not limited to, any Covered Third Party), and that we are solely responsible for the Services. Your use of the Services may be subject to separate agreements you may enter into with a Covered Third Party. You agree to comply with all applicable Covered Third Party terms of agreement when using the Services. We are not a party to agreements with a Covered Third Party and have no responsibility for the products and services provided by such Covered Third Parties.
- 26.2 It is your responsibility to determine what, if any, taxes apply to any Payment Transaction you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
- 26.3 This Agreement and other documents (including but not limited to the Privacy Policy) referenced in or linked to this Agreement, which are hereby incorporated herein and made a part of this Agreement by this reference, contain yours and our entire Agreement regarding your use of the Services.
- 26.4 If any provision of this Agreement is deemed to be illegal or unenforceable, such provision shall be enforced to the extent possible, and any remaining illegality or unenforceability will not affect the validity or enforceability of any other provisions of this Agreement, which together will be construed as if such illegal or unenforceable provision had not been included in this Agreement.
- 26.5 Unless the right of enforcement is expressly granted, it is not intended that any provision of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.
- 26.6 The clause headings in this Agreement are for convenience of reference only and are not to be considered as parts, provisions or interpretations of this Agreement.
- 26.7 You may not transfer, assign, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of your rights and obligations under this Agreement without our prior written consent. We shall have the right to assign, transfer or novate the Agreement or any rights and obligations under any Agreement to a third party without your consent.
- 26.8 We reserve the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.
- 26.9 Our delay or failure to act with respect to a breach by you or others does not waive our right to act with respect to that breach or subsequent or similar breaches.
- 26.10 Nothing in this Agreement shall be deemed to create any form of partnership, joint venture or any other similar relationship between you and us, and / or other individuals or entities involved with providing the services under this Agreement.