

## Tide Membership and Product Terms

This document sets out your Tide Membership Terms and the other terms and conditions that apply to our services, products, add-ons and tools. Tide Platform Limited (“**Tide**”) provides a business management platform for small and medium businesses (the “**Tide Platform**”), accessible via our mobile app or website (www.tide.co). By accepting these **Tide Membership and Product Terms** and completing the required onboarding checks, you become a “**Tide Member**” and you will get access to the services, products, tools and add-ons offered via the Tide Platform (your “**Tide Membership**”). As a Tide Member, you are a customer of Tide and will receive personalised security credentials to access your user account (the “**Tide Membership Account**”), a private space on the Tide Platform where you can use your Tide Membership. To access Tide’s products and services, you can either open a business current account with Tide (“**Tide Business Account**”) or a business savings account with Tide (“**Tide Instant Saver**”), both provided by ClearBank Limited (“**ClearBank**”), or connect a business current account from another bank or financial institution (each a “**Banking Provider**”) (the “**Non-Tide Account**”). Your choice determines which products and services would be available to you. The Tide Membership Terms apply to all Tide Members and govern your use of the Tide Platform. Additional product specific terms also apply depending on whether you open a Tide Business Account or connect a Non-Tide Account - see page 2 for details.

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You may request and we shall provide a copy of these Tide Membership and Product Terms (including any Appendixes) and any information set out in Schedule 4 of the Payment Services Regulations 2017 which is relevant to the Tide Membership at any time prior to the termination of these Tide Membership and Product Terms. You can also find this information on our website.

We have prepared this table to summarize the terms applicable to the services, products, add-ons and tools you receive, specifying who they apply to and when and outlining any additional terms by Tide's partners that apply in some of the cases:

Terms	Who they apply to	Description	Applicable partner terms
<p><b>Tide Membership Terms</b></p>	<p>Applicable to all Tide Members</p>	<p>The Membership Terms lay the foundation of your relationship with Tide and how you use the Tide Platform. They are your general legal agreement which all product and service specific terms build on.</p> <p>These terms explain that Tide provides access to the Tide Platform, which offers various financial and business services, some of which are offered in collaboration with our partners.</p> <p>They also outline that Tide provides support for all services available on the Tide Platform, including support on behalf of ClearBank and Adyen in certain cases which are described below.</p>	<p>No partner terms apply to this service.</p>
<p><b>Tide Business Account Terms</b></p>	<p>Applicable to Tide Members who open a Tide Business Account</p>	<p>These terms define some of the key rules and conditions for your Tide Business Account.</p>	<p>The following terms which you accept separately as part of onboarding apply</p>

		They explain that Tide, in collaboration with ClearBank, allows you to use the Tide Platform through your Tide Membership Account, with the additional benefit of keeping your money in a Tide Business Account provided by ClearBank. Tide administers access and payment instructions on ClearBank’s behalf.	between you and Clearbank: <a href="#">Clearbank-Tide Business Account Terms</a> (the “ <a href="#">Bank Account Terms</a> ”)
<b>Tide Card Terms</b>	Applicable to Tide Members who open a Tide Business Account	The terms outline the rules and conditions applicable to your Mastercard card issued by Tide, which is linked to your Tide Business Account.	No partner terms apply to this service.
<b>Tide Instant Saver Terms</b>	Applicable to all Tide Members opening an interest bearing savings account with Tide (a “ <b>Tide Instant Saver Account</b> ”)	These terms outline some of the key rules and conditions which apply to your Tide Instant Saver Account provided by ClearBank in collaboration with Tide. This account can be accessed and managed through the Tide Platform. Tide administers access and payment instructions on ClearBank’s behalf.  Certain key terms that apply to your Tide Instant Saver Account, such as the applicable interest rate, are also set out in your Tide Instant Saver Summary Box (the “ <b>Summary Box</b> ”) which can be found on the <a href="#">Tide Platform</a> .	<a href="#">Clearbank-Tide Business Account Terms</a> (applicable to members who open a Tide Business Account and a Tide Instant Saver Account)  or <a href="#">Clearbank-Tide Instant Saver Terms</a> (applicable to members who connected a Non-Tide Account to the Tide Platform and opened a Tide Instant Saver Account)
<b>Tide Payment Acceptance Terms</b>	Applicable to all Tide Members	Through the Tide Platform you will have access to and can choose between	<a href="#">Adyen for Platforms Terms &amp; Conditions</a> (the “ <b>Adyen Terms</b> ”)

		<p>various “<b>Tide Payment Acceptance Products</b>”, which allow you to accept payments from your customers. These terms outline some of the key roles and conditions that apply to those products.</p> <p>Tide relies on Adyen N.V., operating in the U.K. via its branch Adyen N.V. - UK Branch (“<b>Adyen</b>”) to facilitate the collection and processing of card and Digital Wallet payments from your customers when they use the Tide Payment Acceptance Products to pay for your goods or services.</p>	
<b>Paid Plans Terms</b>	Applicable to all Tide Members	These terms apply if you upgrade to a Paid Plan for your Tide Membership Account. They govern the use of the plan and will also apply if you decide to upgrade to one of the Paid Plans again after you cancel.	No partner terms apply to these services.
<b>Tide Business Phone Number Terms</b>	Applicable to all Tide Members	We have partnered with Gigs UK Ltd to offer business phone numbers to our members available in different packages. For now, these services are available only with one of our Paid Plans - either as a plan feature or as a standalone boost associated with the plan. These terms apply if you subscribe to a Paid Plan and will also apply if you decide to upgrade to one of the Paid Plans or the	<a href="#">Gigs Terms</a>

		boosts associated with them again after you have cancelled.	
<b>Construction Cashback Boost</b>	Applicable to Tide Members that have a Tide Business Account	These terms apply if you upgrade to the boost for your Tide Membership Account. They govern the use of the boost and will also apply if you decide to upgrade to it again after you cancel.	No partner terms apply to these services.
<b>Tide Accounting Terms</b>	Applicable to all Tide Members	These terms apply if you subscribe to one of our Tide Accounting add-ons and tools or if access to Tide Accounting is provided with a Paid Plan which you subscribe to. They govern the use of the add-on or tool and will also apply if you decide to subscribe again after you have cancelled.	No partner terms apply to these services.
<b>Invoice Assistant Terms</b>	Applicable to all Tide Members	These terms apply if you subscribe to Invoice Assistant or Admin Extra or if access to Invoice Assistant is provided with a Paid Plan or another tool which you subscribe to. They govern the use of the add-ons and will also apply if you decide to subscribe again after you have cancelled.	No partner terms apply to these services.
<b>Tide Payroll and Dividends terms</b>	Applicable to all Tide Members	These terms apply if you subscribe to Tide Payroll or the Dividends tool or boost or if access to Tide Payroll/Dividends is provided with a Paid Plan which you subscribe to. They govern the use of products and will also apply if you decide to subscribe again after you have cancelled.	No partner terms apply to these services.

<b>Own Website Terms</b>	Applicable to all Tide Members	These terms apply if you subscribe to the Own Website or Own Website Plus tool. They govern the use of Own Website and will also apply if you decide to subscribe again after you have cancelled.	No partner terms apply to these services.
<b>Company Formation and Company Filings Terms</b>	Applicable to all Tide Members	These terms apply if you are in the process of incorporating a new limited company through Tide or if you use any of our company filing services with respect to your limited company	No partner terms apply to these services.
<b>Credit Score Insights Terms</b>	Applicable to all Tide Members	These terms apply if you subscribe to Credit Score Insights or if access to Credit Score Insights is provided with a Paid Plan which you subscribe to. They govern the use of Credit Score Insights and will also apply if you decide to subscribe again after you have cancelled.	No partner terms apply to these services.
<b>Credit Broking Terms with Funding Options Limited (“Funding Options by Tide”)</b>	Applicable to all Tide Members	The credit broking service is provided to you through the Tide Platform by Funding Options Limited (a company which is part of the Tide corporate group). These terms apply each time you start a loan quote application and use the credit broking service.	If you take out a loan from one of our lending partners, you will have to separately accept their loan terms and conditions which will be provided to you separately by the lender.
<b>Tide Insurance Terms with TISL</b>	Applicable to all Tide Members	The insurance intermediary service is provided through the Tide Platform by TISL (a company which is part of the Tide corporate group). These terms apply each time you start an insurance	If you take out an insurance policy, you will be provided with the insurance policy documentation at the quote and buy stages.

		quote application and use the insurance intermediary service.	
<b>Tide Cash ISA Terms</b>	Applicable to Tide Members who have a Tide Business Account and are a sole trader	<p>These terms outline some of the key rules and conditions which apply to your Tide Cash ISA provided by ClearBank in collaboration with Tide. This account can be accessed and managed through the Tide Platform. ClearBank is the ISA manager approved by HMRC for your Tide Cash ISA and Tide administers the Tide Cash ISA as an outsourced service provider of ClearBank as part of your Tide Membership.</p> <p>Certain key terms that apply to your Tide Cash ISA, such as the applicable interest rate, are also set out in your Tide Cash ISA Summary Box (the "Summary Box") which can be found on the Tide Platform.</p>	<p>The following terms which you accept separately apply between you and Clearbank:</p> <p><a href="#">ClearBank -Tide Cash ISA Terms (the "Cash ISA Terms")</a></p>
<b>Tide Investment Account Terms</b>	Applicable to Tide Members who have a Tide Business Account	<p>These terms outline your opening and use of your Tide Investment Account provided by Tide Capital Limited (acting as appointed representative of P1 Investment Services Limited) in partnership with Seccl Custody Limited ('Seccl'), with Seccl acting as regulated custodian of your cash and assets.</p>	<p>The following terms which you accept separately apply between you and Seccl:</p> <ul style="list-style-type: none"> <li>● Seccl Custody Terms (Schedule 1 to Tide Investment Account Terms)</li> <li>● Seccl Order Execution Policy (Schedule 2 to Tide Investment</li> </ul>

			Account Terms)
<b>Fee Schedule</b>	Applicable to all Tide Members	The Fee Schedule outlines the fees we charge when you use our services, products, add-ons and tools	N/A
<b>Data Processing Agreement</b>	Applicable to all Tide Members	Applicable to all Tide Members when Tide processes personal data on their behalf as a data processor (e.g. when you use Tide Payroll to process payments for your employees)	N/A

Before accepting them, please make sure you have read all the terms in this document carefully. *The summary at the start of some of the clauses explains what that clause is about, but the summary does not form part of the clause itself.*

# Tide Membership Terms and Conditions

## (applicable to all Tide Members)

24 June 2026

These Tide Membership Terms & Conditions (“Tide Membership Terms”) govern your use of the Tide Platform and the general principles of the various services, products, add-ons and tools available from time to time as part of your Tide Membership. By clicking the acceptance button during your application process, you’re accepting these Tide Membership Terms.

These Tide Membership Terms form a legal agreement between you and Tide, so please make sure you read them carefully. When we say “you” or “your” we are referring to the business that holds a Tide Membership with us or has started an application for one including limited companies in the process of incorporation through Tide. In some cases “you” or “your” also refers to the individuals acting on behalf of the business with respect to the Tide Membership and the services provided by Tide in general. References to “We”, “Us” or “Our” are references to Tide.

### 1. Who are we?

1.1 Tide is registered in the UK with Companies House with company number 09595646 (*4th Floor The Featherstone Building, 66 City Road, London, England, EC1Y 2AL*). In case you have any questions about Tide, these Tide Membership Terms or the services and features available as part of the Tide Membership, please get in touch with our dedicated Member Support Team at [hello@tide.co](mailto:hello@tide.co) or contact us via the Tide app.

### 2. Who is eligible for Tide Membership?

2.1 You’ll need to meet our eligibility requirements when you open, and for as long as you hold, a Tide Membership Account. To be eligible for Tide Membership, you must be a UK business and meet our eligibility criteria. You can open a Tide Membership using our mobile app or through our website. Please see [here](#) for details of our eligibility criteria.

2.2 Tide will use its sole discretion based on its own risk assessment (which might change from time to time) when deciding whether to allow a prospective member to open a Tide Membership. Please refer to our [eligibility criteria](#) for a non-exhaustive list of examples of businesses which we are likely to consider to be outside our risk assessment. In the event that we reject your application, we will not be required to provide you with a reason.

2.3 You must inform us immediately if any of the events described in our eligibility criteria occur to you or if you commence business activity falling outside our eligibility criteria while holding a Tide Membership Account.

### 3. Your Tide Membership

3.1 There are two ways in which you can make use of your Tide Membership - when opening your Tide Membership Account, you can either open a Tide Business Account or a Tide Instant Saver Account or you can choose to connect a Non-Tide Account to the Tide Platform.

3.1.1 *Opening a Tide Business Account.* Through your Tide Membership, Tide in collaboration with ClearBank, gives you the opportunity to keep your money in a Tide Business Account. If you opt in for a Tide Business Account, you'll also get a Tide Card and you will also get a Tide Instant Saver Account if you have not already opened one. See the Tide Business Account Terms, the Tide Card Terms and the Tide Instant Saver Terms for further details.

3.1.2 *Connecting an external account.* Alternatively, using “**Open Banking**”, you can connect a Non-Tide Account to your Tide Membership Account. “Open Banking” is a financial services approach that enables third-party financial service providers to access consumer banking, transaction, and other financial data through APIs (Application Programming Interfaces). Please check the FAQs for the list of Banking Providers we currently support via Open Banking. Connecting a Non-Tide Account gives you access to certain features of the Tide

Platform.

3.2 Depending on whether you choose to access the Tide Platform by opening a Tide Business Account , a Tide Instant Saver Account or connecting a Non-Tide Account, you unlock different business banking, financial and other services and products. These tools and add-ons are subject to additional product specific terms and conditions, which are provided further below in this document. The different Tide services, products, add-ons and tools may be subject to separate eligibility criteria - refer to the respective product specific terms or head to the Tide app to understand how eligibility works for each of them. If you are not eligible for a certain service or product, it may not appear to you in the Tide app. In other cases, you may see the tool but you would need to pass a few questions and checks to understand if you can activate it.

3.3 The money you deposit into the Tide Business Account and/or the Tide Instant Saver Account is deposited with ClearBank. As part of your Tide Membership, Tide administers your access to the Tide Business Account, the Tide Instant Saver Account as an outsourced service provider of ClearBank. This means that where you use the Tide Platform to access your Tide Business Account and/or your Tide Instant Saver Account, we will be providing this access on ClearBank's behalf and not as a "Third Party Provider" (TPP). TPP are third party payment providers, authorised to access information and make payments on payment accounts operated by other providers (such as ClearBank and other banks, building societies and credit card issuers). The Tide Business Account terms explain how TPPs can access your Tide Business Account.

3.4 As part of your Tide Membership onboarding process you will also automatically apply for a dedicated payment processing account provided by Adyen used for the collection and processing of card and Digital Wallet payments from their customers. This account is subject to eligibility. See the Tide Payment Acceptance Products Terms for further details.

#### **4. Is Tide authorised by the Financial Conduct Authority?**

4.1 Tide is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 under firm reference 900843 for the issuing of electronic money and the provision of payment initiation services and account information services under the Payment Services Regulations 2017.

4.2 Tide is also authorised and regulated by the Financial Conduct Authority in relation to its credit and insurance broking activities (firm reference 718743).

#### **5. Important information about compensation arrangements**

5.1 Eligible deposits in your Tide Business Account and/or in your Tide Instant Saver Account are protected by the Financial Services Compensation Scheme (FSCS) up to £120,000. The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations.

5.2 The FSCS applies this limit to each depositor, and to the total amount of money in all of your ClearBank accounts. This means that all of a single depositor's eligible deposits at ClearBank are added up in order to determine the coverage level. Business and corporate accounts are treated as separate entities so are entitled to claim up to the current FSCS limit. Sole traders do not have a separate legal status, so their sole trader business balances will be added to their personal balances and the total claim may not exceed the current FSCS limit. See the [FSCS Information Sheet](#) for more information.

#### **6. Getting in touch**

6.1 *How we will contact you:* If we need to contact you (for example when we change these terms as per clause 21 below), we may contact you via the Tide app, email, phone or using your registered address. It is therefore important you make sure your contact details are always up to date.

If we suspect fraud or other security threats in relation to your Tide Membership, we may contact you via the Tide app, email, phone or any other appropriate messaging service.

All of the documents relating to your Tide Membership, and all of our communications with you, will be in English. You agree and consent to electronic receipt of all notices and communications that we provide.

6.2 *How you can contact us:* You can contact us through the in-app or by email to [hello@tide.co](mailto:hello@tide.co). If applicable, your notice will be deemed received on the same working day it is received if before 17:00 London time or if not, the next working day.

o If you believe that there is an issue with your Tide Membership Account, Tide Business Account, Tide Instant Saver Account or Tide Card, please reach out to us via the 'Member Support' function on the Tide Platform. You can also get in touch by emailing [hello@tide.co](mailto:hello@tide.co). If your Tide Card is lost, stolen or damaged, you can also contact us by calling 0333 121 0266 (available 24 hours a day).

## 7. Are there any other documents you need to read?

Along with these Tide Membership Terms, you should read any applicable product specific terms in this document, our [Privacy Policy](#), [Cookie Policy](#), [Acceptable Use Policy](#) and any FAQs we publish from time to time. In particular, the [Acceptable Use Policy](#) forms part of these Tide Membership Terms. You can ask us for a copy of the Tide Membership Terms, and any of the other documentation listed here, at any time through the in-app or by email to [hello@tide.co](mailto:hello@tide.co).

## 8. How much does it cost to use the Tide Membership and how billing works?

8.1. The Tide Membership is free. We charge fees for certain services, products, tools and add-ons, either per transaction or as a subscription. See our Fee Schedule for details. From time to time, we may charge fees for services, products, add-ons or tools which are not explicitly mentioned in our Fee Schedule but will be made clear to you before you opt in for the respective service or fee.

8.2. Where a fee applies, and unless we tell you otherwise, if we are unable to collect payment of the fee within 5 days of the date payment was due to be collected, we reserve the right to terminate access to any paid features, products and tools and these Tide Membership Terms. However, if in our reasonable opinion you are continuing to use any subscription product for which there is a monthly fee and you would benefit from its continued use, we may continue to charge the fee for a maximum of three months in order to maintain service continuity for you, even if that means your account goes into negative balance. We reserve the right to correct that negative balance in accordance with clause 11 of the Tide Business Account Terms or any other relevant sections of these terms.

8.3. *Membership plans.* If you hold a Tide Business Account, apart from our standard free membership plan (the "Free Plan"), you can choose to upgrade to one of our paid membership plans (the "Paid Plans") which offer additional features and exclusive benefits (all plans are together referred to as "Tide Membership Plan(s)"). Please see our [Paid Plans Terms](#) for more details on how they work.

8.4. *Subscription based fees.* Where the fees are periodic subscription based (e.g. monthly or annual) rather than per-transaction (for example subscription fees for our subscription-based products, tools and add-ons such as Paid Plans, Tide Accounting, Tide Payroll, etc.) and unless we tell you otherwise:

- the fee for the first period will be prorated to your use start date (i.e. If you subscribe to a product, add-on or tool on July 15, a partial fee is debited immediately, with the full fee charged on or around August 1<sup>st</sup> -4<sup>th</sup>). After that, subscription fees are billed monthly in advance, typically around the 1<sup>st</sup> and the 4<sup>th</sup> of each month.
- If you subscribe to a tool or add-on that requires a monthly fee, you agree to pay the relevant charges. Subscriptions renew automatically each month unless canceled. Cancellation or downgrade will be treated as effective only from the beginning of the next billing period (calendar month) following your election to opt out, so any subscription fees already paid will not be reimbursed.
- We may offer discounted or free trial periods ("Discounted Promotions") for eligible members for our subscription based products. Eligibility is determined by Tide and displayed in your Tide app profile or communicated to you. If eligible, the promotional discount applies for the specified period. To take up an offer you must subscribe or upgrade to the relevant service, tool or add-on. After the discounted period expires, your subscription automatically becomes paid unless you cancel beforehand. In certain

cases, we may activate a free trial on your behalf to let you test the service, and in that case, once it ends, we'll ask if you'd like to continue with a paid subscription. Discounted Promotions are non-transferable and may be modified or withdrawn at any time without notice. Attempts to abuse or manipulate a promotion will result in disqualification. Tide may revoke discounts if: (i) The reward was obtained fraudulently, (ii) The member breaches any terms, or (iii) a technical or operational error occurred.

- if these Tide Membership Terms or any of the product specific terms are terminated by Tide, we will reimburse the periodic fees for any paid features, products or tools to you on a pro rata basis only if the termination was not due to serious or repeated breach of these Tide Membership Terms (including the Acceptable Use Policy) and/or any product specific terms.

8.5. *Authorisation for Debit.* You authorise Tide to debit your Tide Business Accounts and your Tide Instant Saver Account for all fees as they become payable (including any transactional fees, the markup relating to inbound and outbound International Payments or periodic/subscription-based fees, including unpaid loans or money required to correct any negative balance on other accounts you hold with Tide). You authorise Tide to debit, transfer, or otherwise move funds from your Tide Business Accounts and Instant Saver Account as needed to process transactions, meet our legal or regulatory obligations, or perform any required actions in line with our terms and policies.

## 9. Tide Membership account holder and account users

9.1 The Tide Membership account holder is the business named in the application form.

9.2 The person who opens a Tide Membership Account is the authorised administrator (“**Administrator**” or “**Admin**”). They must be a signatory for the business and either an owner (for sole traders) or a registered director. They must also have the legal authority to make decisions about the Tide Membership.

9.3 The Administrator can give any instructions for your Tide Membership Account. We will treat them as fully authorised to act on behalf of the business and will not verify their authority. We will only accept instructions from the Administrator, though we may request additional information or documents before acting. In the event of a dispute between Administrators (in the case of clause 9.4) regarding the use of the Tide Membership Account, we will not be responsible for resolving it and will not be required to intervene. Still, we may suspend the Tide Membership Account in accordance with clause 20.

9.4 If (a) your company has multiple directors registered with Companies House, and (b) you're on a Paid Plan, the first Administrator can grant Administrator access to other registered directors. All Administrators will have equal rights to manage the Tide Membership Account, Tide Business Account, Tide Instant Saver Account and related services, including transactions, authorising Admins and Team Members, and managing subscriptions and add-ons. A full list of permissions will be shown in the Tide Platform before granting access. An Administrator can only revoke another Administrator's access if the other Admin is no longer a registered director at Companies House. The number of Administrators allowed depends on your membership plan - see our [FAQs](#) for details.

## 10. Team member access

10.1. You as an Administrator (and any other authorised Admin as provided for in clause 9.4) may authorise individual persons to have access to the Tide Membership Account, to the Tide Business Account and to the services within the Tide Platform in general (“**Team Members**”). The authorisation is carried out through the Tide Platform. The exact level of access and entitlements of these individuals are pre-determined based on different roles. For example, you may authorise users with access allowing them to initiate payment orders and to perform other actions (the “**View-Draft-Send-And-Pay**” or “**VDSP**” users); you may request that an individual person is given permission enabling them to use or have a Tide Card issued to them (an “**Expense Cardholder**”) (Tide Cards issued to VDSP users or users authorized to use a Tide Card only, i.e. Expense Cardholders, are referred to as “**Expense Cards**”); you may authorise users with view-only access to the Tide Platform (the “**View-Only Users**”); or you may assign other roles that we have already made available or may make available from time to time. When you assign a role to an individual you are authorising them to perform all actions that are included in this role's level of access. In some cases, such authorisation may also permit that individual to further delegate access to your Tide Membership Account, Tide Business Account, or Tide Instant Saver Account to

other individuals. The level of access will be made available to you when you choose the respective role and before you authorise an individual under it. **You must review carefully what rights you grant to users before you authorise them, as such authorisation will be binding to your business and you will be responsible for their activities.** The types of roles and number of individuals that you may authorise depends on your Tide Membership Plan. For example, you can authorise individuals with the VDSP role only if you are on a Paid Plan. Read our [FAQs](#) to understand more on what's available on your membership plan, how to add team members and manage their access.

10.2 You as the Administrator who's authorising other individuals must ensure in respect of each Administrator and any other Team Member that you have authorised that:

10.2.1 information we request regarding them when you activate their access to the Tide Platform or to a Tide Card (the Expense Card) is accurate and you have the legal right or the necessary required consent to refer and share information about them with us;

10.2.2 they are provided with a copy of the the relevant Tide terms and any other terms relating to the use of the Tide Platform and the services, products, tools and add-ons available through the Platform and comply with them as regards their use;

10.2.3 where there is a change to their details previously provided to us, these changes are notified to us;

10.2.4 if you no longer wish to authorise a Team Member, you should cancel their access and/or Tide Card (the Expense Card) immediately;

10.2.5 If any Administrator has been de-registered as a director from Companies House, you as the remaining Administrator should cancel their access immediately. If during one of our regular checks we establish that an Administrator has been de-registered from Companies House but still has access to the business' Tide Membership Account, we may revoke their access on our own discretion.

10.3 As the person who opened the Tide Membership Account and granted access to others, you are legally responsible under these Terms for yourself as an Administrator and for any authorised Team Members. All Administrators and Team Members act on behalf of the business, and their actions and decisions are binding. You acknowledge that you are financially responsible for any transactions they initiate, as well as any related fees or charges.

10.4 All Administrators and Team Members are subject to client verification and on-boarding checks. We reserve the right to grant access to any Administrator and Team member only if they successfully pass all checks. We reserve the right to revoke or suspend the access of any Administrator or Team Member or depending on the case, to suspend or terminate the entire Tide Membership Account and any of the services within the Tide Platform in case of any breach of these Terms, our Acceptable Use Policy, our Eligibility criteria, our client verification and on-boarding checks or as further provided in clauses Suspension of Services and Termination.

## **11. Can you use your Tide Membership for more than one business you operate?**

At present, you may only have one Tide Membership Account per business. You may not share Tide Membership Account between several businesses. For example, if you operate several limited liability companies, you will need to open a separate Tide Membership Account for each of the companies you operate. If you also operate as a sole trader, you will need to open a separate Tide Membership Account for your sole trader business. If you, as a sole trader, hold more than one Tide Membership Account for multiple businesses you run, these Terms shall apply separately to each business.

## **12. Does Tide conduct any checks as part of the Tide Membership opening process?**

To comply with customer due diligence requirements, we may ask for information to verify your identity and business, including details about directors, beneficial owners, and funding sources. These checks may be done before granting access to Tide Membership or later when you opt into certain products or tools.

You agree to cooperate with our verification requests and provide the required information and documents promptly. We may verify this information against third-party databases.

From time to time, we may request additional details, such as new director information or proof of your right to operate a business in the UK, and you agree to provide these promptly.

You must ensure all information and documents you provide are accurate, complete, and up to date, and notify us of any changes.

If you fail our checks, do not provide requested information, or we cannot verify your details, we may close, suspend, or limit your access to Tide Membership Account.

### 13. Does Tide carry out credit checks?

13.1 Tide or a third party on our behalf, may perform periodic (no more than once per month) soft credit checks on you. We will do so for the purpose of:

- deciding whether or not to allow you to have a Tide Membership;
- ascertaining your eligibility for financial products offered through your Tide Membership; or
- providing you with features, products and tools, including insights, analyses and findings including but not limited to those relating to your projected cash flow.

13.2 This will not affect your credit rating.

13.3 Soft credit checks with credit reference agencies will leave a soft footprint on the relevant business' credit history but will not affect its credit score.

13.4 By entering into these Tide Membership Terms, you confirm that you consent to such searches being carried out for this purpose. We reserve the right to close, suspend, or limit your access to Tide Membership in the event we are unable to obtain or verify such information.

### 14. What is Tide Account Information Service ("Tide AIS Service")?

*Summary: this section explains how you can connect additional Non-Tide Accounts to the Tide Platform and how Tide, acting as a TPP, can access information on your Non-Tide Account(s).*

14.1 If you choose to access the Tide Platform without opening a Tide Business Account, you must connect a Non-Tide Account using Open Banking as explained in clause 3.1.2 above. This is a necessary step to gain access to the Tide Platform. Once your Tide Membership Account is opened, you have the option to connect additional Non-Tide Accounts to the Tide Platform. You will also have the option to connect Non-Tide Accounts to your Tide Membership if you decide to open a Tide Business Account when onboarding to the Tide Platform. For further details, please see the [FAQs here](#).

14.2 Once you connect a Non-Tide Account you will be able to view different account details (including sort code and account number), account balance and transaction details ("**Account Information**") relating to your connected Non-Tide Accounts within your Tide Membership Account ("**Tide AIS Service**").

14.3 To provide you with the Tide AIS Service, Tide acting as a TPP will access your Account Information from the Non-Tide Account you choose to connect. We use a technology third party service provider to establish the connection required for the Tide AIS Service. You will be asked to provide your explicit consent to us accessing this information through that third party service provider when you connect your Non-Tide Account.

14.4 By accepting these Tide Membership Terms, you authorise Tide (and any third party service providers acting on our behalf in this regard) contacting your Banking Providers to access and retrieve Account Information on your behalf in respect of the Non-Tide Accounts that you choose to connect to your Tide Membership Account.

14.5 By accepting these Tide Membership Terms, you consent to Tide accessing and processing your Account Information as described in this document, in [Tide's Open Banking Privacy Notice](#) and [Tide's Privacy Policy](#). The specific types of Account Information that we will request is described in more detail when you issue or renew

your consent.

14.6 You acknowledge that Account Information displayed to you is only updated as recently as is shown in your Tide Membership Account. We will not check the accuracy of the Account Information we obtain. See further details in clause 15 below. Tide will not request more information than is necessary to provide you with the Tide AIS Service and we will not request information such as PINs, passwords, or other security codes linked to your Non-Tide Accounts.

14.7 Some Banking Providers may impose restrictions on Tide's ability to access your Account Information. It is your responsibility to check if your Banking Provider stops you from connecting your Non-Tide Account to your Tide Membership Account.

14.8 We will not charge a fee for providing the Tide AIS Service to you. However, fees may be charged by your Banking Provider in connection with your use of Tide AIS Service in accordance with your bank's terms and conditions.

14.9 Tide will access and retrieve your Account Information through your Banking Provider's application programming interfaces ("**API**") or through a dedicated interface made available by your Banking Provider following the below steps:

14.9.1 In order to share your Account Information with Tide, you will be securely redirected to your Banking Provider's website or mobile application to confirm your authorisation for Tide to receive access to your Account Information.

14.9.2 Once you have confirmed your authorisation, your Account Information will be securely retrieved by Tide in read-only format via a third party acting on our behalf. Please refer to [Tide's Open Banking Privacy Notice](#) for further details.

14.9.3 Tide will automatically retrieve the Account Information from your Non-Tide Accounts. This will happen each time you log into Tide Membership. In addition, we may retrieve the Account Information from your connected Non-Tide Account(s) when you do not actively request such Account Information (i.e. when you are not actively viewing the data or requesting a refresh of the data) to keep the service up to date.

14.9.4 The consent you give Tide to access your Account Information is subject to a limit of 90 days – on or before the 90 day period expires, you will need to refresh your consent if you wish to continue using Tide's platform and services. Tide will make you aware when you need to refresh your consent. If you do not or are unable to refresh your consent, we will contact you to request you to reconnect your Non-Tide Account or we may need to disconnect your Non-Tide Accounts from Tide Membership.

14.9.5 If your Non-Tide Accounts are disconnected, Tide will no longer be able to access any new Account Information from your Banking Provider. However, Tide will still have access to any data you have previously shared. After this point, the data displayed in your Tide Membership user account will no longer be up to date.

## **15. Who is responsible for your Non-Tide Accounts?**

15.1 Your Banking Providers are responsible for the Non-Tide Accounts you hold with them, even when Tide provides you with a combined view of your Account Information through the Tide AIS Service. This means that Tide is not responsible for resolving any errors and processing refund requests in relation to payments made from your Non-Tide Accounts.

15.2. If you think that any Account Information displayed on your Tide Membership Account may have been incorrect, contact your Banking Provider, so that it can investigate and correct any error. If you believe there is an issue with your Tide Membership Account, contact us on [hello@tide.co](mailto:hello@tide.co) or through the in-app chat so that we can investigate.

## 16. What is Tide Payment Initiation Service?

*Summary: this section explains how Tide, acting as a TPP, can initiate payments from your Non-Tide Account(s).*

16.1 Through the Tide Platform, you will be able to initiate a payment in pounds sterling from one of your Non-Tide-Accounts using Open Banking (“Tide Payment Initiation Service” or “Tide PIS”).

Where applicable, this means that you may initiate payments through the Tide Platform from your Non-Tide-Accounts to accounts in your or third parties’ name opened with third party Banking Providers.

Additionally, where applicable, through the Tide Platform, you will also have access to the Feature that allows you to initiate a payment in pounds sterling from one of your Non-Tide-Accounts using Open Banking to add funds to your Tide Business Account (“**Tide Add Money Feature**”). Tide Members can also use Tide Add Money Feature to add funds to their Tide Instant Saver Account.

16.2 Tide may place limits on the amount of a payment you can request using the Tide Payment Initiation Service and will notify you about those limits within your Tide app.

16.3 When you use the Tide PIS, Tide will act as a TPP enabling you to initiate a payment directly from your Non-Tide Account. We use a technology third party service provider to initiate payments. Prior to initiating a payment, you should make sure that you have added the recipient details and that they are correct and accurate. You will be asked to choose the Banking Provider and the amount of the payment you want to make and to confirm to us that you are happy for us to initiate the payment. By clicking “Pay”, you confirm that you agree and consent that you would like us to place a payment order with a specific Banking Provider. We will instruct the chosen Banking Provider to make the payment and you will be redirected to your Banking Provider’s interface (web or app). Within your Banking Provider’s website or app you will need to select the Non-Tide Account from which you want to send the payment. You will need to follow any security processes which your Banking Provider requires to authenticate the payment. Finally, you will be asked to review and confirm your payment order details, including: the payment amount and the recipient details. You must ensure that all of the payment order details displayed are correct before you confirm the payment order. We are not responsible for the accuracy of the payment order details or any incorrect or incomplete information provided by you. When that process is complete, your Banking Provider will make the payment and you will be automatically returned to your Tide Membership Account. Tide will confirm whether your payment has been successfully initiated.

16.4 Please note that once you have confirmed that you are happy for a payment to be made, and you have been through any security processes your Banking Provider requires, you will not be able to cancel a payment made using the Tide PIS.

16.5 It is your Banking Provider that actually makes the payment and it is their responsibility to make sure it is made correctly. Therefore, you acknowledge and agree that Tide is not responsible and cannot be held liable for any claims, issue or loss resulting from incorrect or incomplete information provided by you, and/or in relation to execution, failure or mistakes with the payments executed using the Tide PIS. If you suspect that an unauthorised payment has been made from a Non-Tide Account, or that something has gone wrong in relation to a payment you have requested using the Tide PIS (for example, the wrong amount has been sent or the money has gone to the wrong place), you must contact your Banking Provider immediately to discuss whether you are entitled to a refund.

16.6 You should be aware that your Banking Provider may contact you directly (and not through Tide) if there is an issue with a payment you have requested using the Tide PIS.

16.7 When you use the Tide PIS to fund your Tide Business Account, Tide will charge you the standard fees for inbound payments applicable to your Tide Membership Account. If your Banking Provider usually charges you fees for making payments, you will also have to pay those fees to your Banking Provider in the usual way.

## 17. Warnings and things for you to check

17.1 On an ongoing basis, including each time you connect your Non-Tide Accounts or use the Tide PIS, you confirm to us that you are legally authorised to connect each Non-Tide Account to your Tide Membership or initiate a payment from the Non-Tide Account and any joint account holder has explicitly consented to such uses. You may not use the Tide AIS Service or the Tide PIS in respect of any Non-Tide Account you are not authorised to use.

17.2 Tide only supports business accounts of which you are the account holder or the shared account holder. We do not support connecting personal accounts or accounts of others. We reserve the right to disconnect any such accounts from your Tide Membership Account at any time.

17.3 You may not be able to connect your Non-Tide Account if we do not support a particular Banking Provider.

## 18. Keeping your login information safe

18.1 You must take all reasonable steps to keep the personalised security credentials for accessing your Tide Membership Account safe and confidential. You must notify us without delay on becoming aware of the loss, theft, misappropriation or unauthorised access to or use of your personalised security credentials by contacting us through the in-app chat or by freezing your Tide Membership access using the functionality on your Tide Membership Account (if this functionality is available to you).

18.2 You must obtain, maintain and keep secure any equipment and ancillary services necessary to connect to, access, or otherwise utilise your Tide Membership Account.

## 19. Account Limits

When we open a Tide Membership Account for you we will apply financial or other quantitative limits to your accounts, cards and/or balances and transactions in accordance with our risk assessment of you ("**Account Limit**"). We can change these limits at our discretion at any time depending on our ongoing risk assessment of you or to comply with our regulatory obligations. You can see your current Account Limits in the Tide app and you can contact member services at any time to ask about the limits applicable to your account. If you require higher limits you may request a review by contacting member services or by going to 'Payments' > 'Details' > 'Account Limits' > 'Increase account balance limit', in your Tide app.

## 20. Suspension of services

20.1. We may suspend your use of the Tide Membership Account, including your Tide Business Accounts, your Tide Instant Saver Account and/or Tide Cards or reject payment transactions (incl. International Payments) if, for example:

- we reasonably suspect fraud, crime or unauthorised use;
- we reasonably believe this is necessary to protect your accounts;
- we reasonably think that you might put us in breach of law or regulation, court order or instructions of the relevant authorities;
- the transactions are connected to a country on our restricted list; or
- you've broken any part of any of the applicable terms in a serious way.

20.2. Unless we're prevented by a legal, regulatory or security reason, we'll normally tell you before or immediately after stopping or suspending payments and, if possible, explain why this has happened. We may allow your use of the Tide Membership Account, Tide Business Accounts, Tide Instant Saver Account and/or Tide Cards to resume once the reason for suspending usage has been resolved.

## 21. Changes to the Tide Membership Terms

21.1 We'll give you at least two (2) months' notice of any changes to the Tide Membership Terms. This notice will normally be provided through your Tide Membership Account, although in some cases other methods such as e-mail might be used. The date when the change will take effect will be included in the notice.

21.2 In some cases, you won't be notified in advance of a change being made, for example:

- if the change benefits you;
- if we make a change to comply with law, regulation or related guidance and we're not reasonably able to provide advance notice;
- if we're introducing new services or features to the Tide Membership;
- if there are minor changes to Tide Membership, its features or the way they operate that do not affect the quality of Tide Membership or its features, or your rights under the Tide Membership Terms.

21.3. Unless you've told us otherwise before the change takes place, we'll assume that you've accepted it.

21.4. If you notify us that you do not accept the changes, your notification will be deemed to be a notice that you wish to terminate the affected terms on the date upon which the changes are due to take effect (or any other date that you request in advance of the changes taking effect).

## 22. Termination

22.1. These Tide Membership Terms will remain in place indefinitely, until terminated by you or us. You may terminate your use of Tide Membership and these Tide Membership Terms at any time by contacting our Member Services Team through the in-app chat or email at [hello@tide.co](mailto:hello@tide.co).

22.2. We may terminate the Tide Membership Terms by giving you at least ninety (90) days' prior written notice and include a written statement of our reasons and the justification for such termination except where we are not permitted to provide such reasons pursuant to applicable law or regulation or the prevention and detection of a crime.

22.3. We may immediately terminate these Tide Membership Terms where we have reason to believe that any of the following happened:

- you have been suspended for a period of 90 days and you have failed to remediate the cause for suspension;
- you seriously or repeatedly broke these Tide Membership Terms (including the Acceptable Use Policy) or other applicable terms or you do anything which, in our reasonable opinion is detrimental to our brand, image or reputation;
- we reasonably think that you might put us in breach of law or regulation;
- we discover that any of the information you've provided is false or misleading;
- you stop meeting our eligibility criteria;
- you have infringed on Tide's or any third party's intellectual property (including but not limited to Clearbank, Adyen or Sage);
- you are behind in payment of fees and have not remedied this non-payment within five (5) days of Tide providing you with notice of the non-payment;
- you are subject to a bankruptcy, insolvency, winding up or other similar event; or
- where giving notice would be unlawful or would conflict with our legal or regulatory obligations

Where the relevant law or regulation governing your account does not permit immediate termination in some circumstances, we will follow the process required under those rules. Otherwise, we reserve the right to act immediately where we reasonably consider it necessary to protect Tide, our members, or our partners.

22.4. Instead of or in addition to us exercising our termination right in respect of any of the events listed above, we may immediately suspend or restrict your access to your Tide Membership Account, (resulting in suspension or a restriction of any of the services you use under it), or block your ability to use any particular feature of the

Tide Membership, pending resolution of our concern.

22.5. The termination of the Tide Membership Terms will not affect your or our accrued rights arising under these Tide Membership Terms, including our rights to receive payment of fees for any services.

22.6. When you or Tide terminate these Tide Membership Terms, this will result in the termination of any product specific terms that apply to you, unless we inform you otherwise. Such termination will be effective on the same date as the termination of these Tide Membership Terms.

22.7. For avoidance of doubt, if you joined the Tide Platform as per clause 3.1.1 above, when you or Tide terminate the Tide Business Account Terms with Tide, the Bank Account Terms with Clearbank or the Tide Card Terms, this will also lead to the termination of your Tide Membership Terms (such termination will be effective on the same date as the termination of the respective Tide Business Account Terms or Tide Card Terms). Other than that, the termination of any other product specific terms under this document will not lead to the termination of your Tide Membership Terms as explained further in clause 22.8.

22.8. The product-specific terms apply for as long as your subscription to the relevant product, add-on, or tool is active or as long as you use the respective products, such as the Tide Payment Acceptance Products or the Tide Instant Saver Account. If you cancel your subscription and later reactivate it or you start to use the relevant products again, the version of the product-specific terms in effect at the time of reactivation will automatically apply. Each set of product-specific terms may be terminated in accordance with these Tide Membership Terms. As explained in clause 22.6, if your Tide Membership Terms are terminated for any reason, all associated product-specific terms will also terminate automatically. However, terminating any product-specific terms individually (other than as explained in clause 22.7) will not affect the Tide Membership Terms. If you wish to terminate any product-specific terms directly, you can do so by contacting us via the Tide platform or by emailing [hello@tide.co](mailto:hello@tide.co).

### **23. Authorised Push Payment (APP) Fraud**

23.1 If you fall victim to an APP fraud, you may be eligible for reimbursement under the FPS or CHAPS Reimbursement Rules, which apply to UK Faster Payments and CHAPS payments made on or after 7 October 2024. Payments made before this date or through other methods are not covered. The maximum reimbursement is in the amount of £85,000 (or any other amount set by the FPS Reimbursement Rules or CHAPS Reimbursement Rules from time to time), applied across all linked APP fraud claims.

23.2 For the purposes of this clause 23:

- (a) "APP fraud" means an authorised push payment scam as defined in the FPS Reimbursement Rules and CHAPS Reimbursement Rules;
- (b) "CHAPS Reimbursement Requirement" means the obligation conferred on Directed PSPs by the PSR under applicable rules and regulation;
- (c) "CHAPS Reimbursement Rules" means any rules, regulations and guidance published by the Bank of England (or such other organisation appointed by the UK Government to operate CHAPS from time to time) pursuant to requirements by the PSR or other authority on PSPs reimbursing their Consumers when they fall Victim to APP Scams included in Annex A to the CHAPS Reference Manual as amended by the Bank of England from time to time;
- (d) "Competent National Authority (CNA)" means police, National Crime Agency or any other law enforcement agency identified by the PSR as per applicable rules and guidance;
- (e) "Consumer" means an individual or microenterprise (enterprise that employ fewer than ten persons and have either an annual turnover or an annual balance sheet total that does not exceed €2 million) or charities (a body whose annual income is less than £1 million per year and is a charity as defined by the Charities Act 2011, Charities and Trustee Investment (Scotland) Act 2005 or the Charities Act (Northern Ireland) 2008);
- (f) "Directed PSPs" means us or another PSP participating in the Faster Payments Scheme to which FPS Reimbursement Requirement applies or participating in CHAPS to which CHAPS

Reimbursement Requirement applies. For the avoidance of doubt, the FPS Reimbursement Rules must apply to all Directed PSPs that provide accounts that can be used to send or receive payments using the Faster Payments Scheme and the CHAPS Reimbursement Rules must apply to all Directed PSPs that provide accounts that can be used to send or receive payments using CHAPS;

- (g) “Faster Payments” means a service allowing you to make and receive electronic payments in the UK in GBP, which are received by the recipient bank or PSP or organisation within 2 hours, provided that the receiving organisation or PSP or bank is part of the Faster Payments Scheme;
- (h) “Faster Payments Operator” means Pay.UK Limited (or such other organisation appointed by the UK Government to operate the Faster Payments Scheme from time to time);
- (i) “FPS Reimbursement Requirement” means the obligation conferred on Directed PSPs by the PSR under applicable rules and regulation, under paragraph 3.1 of Specific Direction 20 (July 2024), as amended from time to time;
- (j) “FPS Reimbursement Rules” means any rules, regulations and guidelines published by the Faster Payments Operator pursuant to requirements by the PSR or other authority on PSPs reimbursing their Consumers when they fall victim to APP Scams;
- (k) “PSP(s)” means “payment service provider(s)” and has the same meaning as under section 40 of FSBRA 2013;
- (l) “PSR” means the Payment Systems Regulator in the UK.

#### 23.2 To be eligible for reimbursement:

- (m) You must be a Consumer as per clause 11.2 (e);
- (n) You must be compliant with the Consumer Standard of Caution (unless at the time the payment was authorised you were considered vulnerable which had a material impact on your ability to protect yourself from the scam), namely:
  - (i) consider any interventions provided by us or a Competent National Authority;
  - (ii) report the scam via the Tide Platform, through our support function or by calling 159 promptly upon learning of it or suspecting it;
  - (iii) comply with information requests from us; and
  - (iv) report the scam to the police or allow us to do so if required.
- (o) You must not be involved in the fraud and you must not be claiming fraudulently or dishonestly;
- (p) Your claim should not be for an amount which is the subject of a private civil dispute;
- (q) the payment in question should not be for an unlawful purpose;
- (r) the payment should be made via Faster Payments or CHAPS to a UK account not controlled by you;
- (s) the payment should be sent to the intended account, but either: (i) it did not reach the intended recipient, or (ii) it was used for an unintended purpose;
- (t) the payment should be made on or after 7 October 2024 and must be reported as scam in any case no later than 13 months after it was made;
- (u) the payment should not be sent to or received by accounts with credit unions, municipal banks, or national savings banks;
- (v) any other criteria determined by the FPS Reimbursement Rules should be complied with.

23.3 If your claim is successful, you will be reimbursed for payments made as part of the APP fraud up to the maximum value in clause 11.1 which is the maximum amount reimbursable also for all linked APP fraud claims. We reserve the right to deduct an excess of £100 (or such other amount determined by the FPS Reimbursement Rules or CHAPS Reimbursement Rules from time to time) per reimbursement claim from the amount reimbursable to you. Reimbursement is made usually within five working days but may take longer if further investigation is required.

23.4 If your claim does not meet the criteria for reimbursement, we will notify you in writing.

23.5 If you are unhappy with the outcome, you may file a complaint.

23.6 Full details of APP scam reimbursement rules are available at:

- (w) The FPS Reimbursement Rules on the Pay.UK website (<https://www.wearepay.uk/>); or
- (x) The CHAPS Reimbursement Rules on the Bank of England website (<https://www.bankofengland.co.uk/>).

23.7 If you believe you have been a victim of APP fraud, please contact us immediately and provide all required information to assist with the investigation.

23.8 We are solely responsible for:

- (a) receiving and assessing APP fraud claims;
- (b) investigating the circumstances of the fraud;
- (c) deciding on the eligibility of the reimbursement; and
- (d) processing and paying out valid claims.

## 24. What other important legal provisions do you need to know?

### 24.1 Privacy

By accepting these Tide Membership Terms, you agree to Tide collecting, using, and disclosing your information in accordance with Tide's [Privacy Policy](#) and the [Tide's Open Banking Privacy Notice](#). If you no longer want us to use your information, we may need to terminate your membership and access to Tide Platform but may still retain your data or information where we have lawful grounds to do so, for example because we need to retain records for regulatory purposes.

### 24.2 No warranty

The Tide Membership, including all the services provided under it and any tools, products and add-ons (such as Tide Accounting, Tide Payroll, Own Website, etc.) are provided on an "as is", "as available" basis and without any representation or warranty, whether express, implied or statutory. In particular:

- Tide does not warrant that access to Tide Membership, any service, tool or add-on will be uninterrupted or error free;
- Tide shall not be responsible for any service interruptions, including, but not limited to, system failures or other interruptions that may affect Tide Membership, Open Access services or any service, tool or add-on;
- Tide does not warrant that Tide Membership, any services, products, tools and add-ons will meet your individual requirements or produce particular outcomes or results or that the results comply with applicable legal, regulatory and industry requirements and standards;
- Tide does not guarantee it will correct any errors in Tide Membership, any service, tool or add-on, API, materials, documentation, or data;

- Tide makes no representation or recommendation as to and accepts no responsibility for any services provided to you by third parties, including ClearBank, Adyen or Sage;
- Tide does not guarantee the services are free of viruses or other harmful code.

### 24.3 Your obligations

24.3.1 To continue providing you with access to Tide Membership and any services, products, tools and add-ons, we need you to comply with certain additional requirements.

24.3.2 You must comply with all applicable international and domestic laws, rules, and regulations. These may include requirements set out by governments, regulators, payment systems or other third parties.

24.3.3 In particular, (but without limitation), you must comply with all relevant money laundering, bribery, data protection and consumer rights legislation. You are obliged to follow instructions that Tide provides to you with respect to the Tide Membership, whether such instructions are provided via the Tide Platform, email, or otherwise.

24.3.4 You are responsible for promptly providing Tide with the information required for Tide to provide any of the Tide Membership services, products, tools or add-ons, including photographic identification, documentation and information as Tide may reasonably request to comply with regulatory obligations. You represent and warrant to Tide that for any information that you share with Tide, you will have the authority to share such information. You are responsible for the accuracy and completeness of information provided to Tide, and you will ensure that any such information is kept current and complete on an ongoing basis. You acknowledge that you shall bear any losses that occur due to the submission of invalid, incorrect or inaccurate information to Tide.

24.3.5 You are responsible for reviewing any communications, statements, information, documents or other such materials posted by Tide (or otherwise made available to you by Tide) for your review, and you must notify Tide of any inaccuracies in any such materials as soon as possible, or within the time period specified in communications received from Tide.

24.3.6 Please note that it is condition of these Tide Membership Terms, and you also represent and warrant to Tide, that:

- you are a business operating in the UK and your business meets our eligibility criteria;
- you have the requisite power, authority and capacity to enter into and comply with these Tide Membership Terms;
- the information you provide us in order to enable us to satisfy our client verification and anti-money laundering policy in respect of you is complete, accurate and not misleading and furthermore that you will notify us of any changes to the information provided;
- your business has and will be operated in a way that is compliant with all relevant legislation, regulations, codes of conduct or regulatory guidance or directions; and
- in using the Tide Membership, you will comply with the [Tide Acceptable Policy](#).

24.3.7 The Tide Platform is only supported on devices where the operating system has not been modified, or jailbroken, or configured to allow software installation from illegitimate sources. Use of the Tide Platform and accessing your Tide Membership Account on such a device is at your risk and Tide cannot be held responsible for any loss or data, information or any other loss resulting from such use.

### 24.4 Liabilities

24.4.1 To the extent permitted by applicable law, Tide is not liable, and you agree not to hold it responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) resulting directly or indirectly from your use of Tide Membership, any of the services, products, add-ons or tools under it.

24.4.2 In particular, (but without limitation) Tide is not liable for damages or loss resulting directly or indirectly from:

- persons acting under your authorisation in accordance with these Tide Membership Terms and the limitations imposed upon them on Tide Membership;
- your use of third party services not associated with Tide;
- your inability to use the services for whatever reason;
- delays or disruptions in the services;
- FX Rate fluctuations;
- viruses or other malicious software obtained by accessing the Tide websites or any associated site or service;
- the content, actions, or inactions of third parties, including CurrencyCloud (as defined below)
- glitches, bugs, errors, or inaccuracies of any kind in the services;
- the content, actions, or inactions of third parties;
- a suspension or other action taken with respect to your Tide Membership;
- your need to modify practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to these Tide Membership Terms or Tide's policies; and
- illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data.

24.4.3 Nothing in these Tide Membership Terms shall operate to exclude liability for death or personal injury or for fraud or fraudulent misrepresentation or for any liability that cannot be excluded or amended by law.

24.4.4 Where your Tide Card is faulty due to our default, our liability shall be limited to replacement of the Tide Card.

24.4.5 Where a Tide Card Transaction (as defined in the Tide Card Terms) is incorrectly executed due to our default, our liability shall be limited to payment to you of an equivalent amount.

24.4.6 To the extent permitted by applicable law, Tide is not liable for a delay or failure to perform our obligations under these Tide Membership Terms (including any delay in payment) by reason of any cause beyond our reasonable control including but not limited to any action or inaction by you or any third party, any event which is beyond our reasonable control including without limit any market disruption, acts or restraints of government(s) or public authorities, war, revolution, strikes or other industrial action, fire, flood, natural disaster, explosion, terrorist action, the suspension or limitation of trading by any execution venue, or any breakdown, failure, defective performance or malfunction of any telecommunications settlement or other equipment or system, bank delay, postal delay, failure or delay of any fax or electronic transmission, any accident, emergency, act of god or any abnormal or unforeseeable circumstances as well as a lack of funds and/or failure of network services at ATMs or maximum withdrawal limits set by ATM operators.

24.4.7 Tide is not a party to any underlying obligations as may exist between a payer and a payee to a payment transaction executed using your Tide Membership Account, including the Tide Payment Acceptance Products and accepts no responsibility for the performance of any such underlying obligations or the products and/or services that payment transactions relate to. In no event shall we be responsible for any late fees or other consequences, or damages caused by untimely receipt of payment by any payee when using your Tide Card(s) or your Online Debit Card (as defined in the Tide Card Terms).

24.4.8 To the extent permitted by applicable law, the above exclusions and limitations set out in this clause shall apply to any liability of our affiliates, suppliers, contractors, agents or distributors and any of their respective affiliates (if any).

## 24.5 Indemnities

○ You agree to protect, reimburse, or compensate us (legally known as "indemnify") and keep Tide, our third-party providers, employees, and authorised agents free from any claims or demands (including legal fees) made by a third party. This applies if the claim arises from:

- A breach of these Tide Membership Terms or any applicable product-specific terms by you, an Administrator, your Team Members, or agents.
- A violation of any law.
- Use of services, products, add-ons or tools within the Tide Platform.
- Any impact caused by FX rate fluctuations.

## 24.6 Intellectual Property

24.6.1 Tide Membership, the Tide websites, the Tide Platform (including all products, tools and add-ons available in it) and all intellectual property rights contained therein, including but not limited to any content, are owned or licensed to us. Intellectual property rights mean rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). Tide’s intellectual property includes all logos related to Tide Membership, the services, products, add-ons and tools that form part of it. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of Tide. You may not copy, imitate or use Tide’s intellectual property rights without prior written consent. You may not reverse-engineer, disassemble, decompile, or otherwise attempt to discover the source code of the Tide Platform, except as permitted by applicable law.

24.6.2 Tide owns the intellectual property in Tide Membership. We grant you a non-exclusive, non-transferable right, without the right to grant sublicenses, to use Tide Membership, including all tools and add-ons available in the Tide app during the term of these Tide Membership Terms or the respective applicable product specific terms solely for your internal business operations.

24.6.3 We reserve all of our rights in any intellectual property in connection with these Tide Membership Terms. This means, for example, that we remain owners of them and are free to use them as we see fit.

24.6.4 Nothing in these Tide Membership Terms grants you any legal rights in Tide Membership and/or the Tide websites, other than as set out in these Tide Membership Terms. You agree not to adjust or try to circumvent or delete any notices contained on Tide Membership (including any intellectual property notices) and in particular in any digital rights or other security embedded or contained within Tide Membership.

24.6.5 Any feedback, user reviews, comments, and suggestions you may provide for improvements to Tide Membership, its features, services, products, add-ons or tools (“**Feedback**”), whether provided directly to Tide or on user review websites such as TrustPilot, is given entirely voluntarily and Tide will be free to use, disclose, reproduce, license, or otherwise distribute and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind. For example, Tide may use your user reviews provided on TrustPilot in its marketing material without obtaining further consent from you. Feedback includes, without limitation, feedback you provide to Tide in response to any surveys Tide conducts, through any available technology, about your experience.

24.6.6 For avoidance of doubt, to the extent permitted by law and regulation, we may use data about your usage of the Tide products and services and data we collect or receive from or about you or your users, including any feedback provided by you to improve our products, develop new services, enhance our platform, and modify or improve our software and code. This may include the creation of proprietary algorithms, databases, or insights. Any new intellectual property created or developed in this way, including improvements, modifications, or customisations to the services or the Tide Platform, shall vest in and be owned exclusively by Tide. Such intellectual property may include, but is not limited to, algorithms, databases, analytical models, software and software improvements, or any other new creations derived from the use of anonymised and aggregated data. For the avoidance of doubt, any use of your personal data for these purposes will continue to be governed by our [Privacy Policy](#).

## 24.7 Third-Party Services, Websites and Resources

24.7.1 Through Tide Membership, you will be able to elect to receive services from third parties introduced by Tide (a “**Third Party**” and each such service a “**Third-Party Service**”). Tide makes no representation or

recommendation as to and accepts no responsibility for Third-Party Services or any material, information, or results made available through Third-Party Services and it shall be your responsibility to assess your election to receive a Third-Party Service, including acceptance of their terms and conditions if required. If you elect to receive a Third-Party Service, you authorise Tide to submit to the applicable Third Party any and all documents and information about you and your business that are necessary for that Third Party to provide the Third-Party Service to you, including, without limitation, your bank account information and any additional information requested by the Third Party and that you have provided to Tide in connection with these Tide Membership Terms and your receipt of the services provided under these Tide Membership Terms. You represent and warrant that Tide's use or disclosure of such information will not violate any rights of privacy or other proprietary rights or any applicable legislation and that you have waived and released any legal claim against Tide and its directors, officers, and employees arising out of a Third Party's use of your information, even if that use is not authorised by the applicable agreement between you and the Third Party.

24.7.2 Tide Membership may contain links to third-party websites or resources. Tide provides these links only as a convenience and is not responsible for the content, products, or services on or available from those websites or resources, or links displayed on such websites. You acknowledge your sole responsibility for, and assume all risk arising from, your use of any third-party websites or resources.

## 24.8 Complaints

24.8.1 If you would like to log a complaint with us, please email us at [complaints@tide.co](mailto:complaints@tide.co). Our complaints procedure sets out the process for submitting and resolving any complaints. You may request a copy of our complaints procedure at any time by contacting us.

24.8.2 If your complaint relates to: (a) your Tide Membership Account; (b) a Payment Order (as defined below); (c) a Tide Card transaction or the Tide Card; (d) your Tide Business Account or your Tide Instant Saver Account; (e) the Open Access services; (f) the credit broking service; (g) the insurance intermediary service, and after having received our final response you are still unhappy or not satisfied, then you may, if you are eligible and if your complaint falls within the Financial Ombudsman Service's jurisdiction, be able to take your complaint to the Financial Ombudsman Service (FOS), details of which are available on the following link [www.financial-ombudsman.org.uk/faq/complain.html](http://www.financial-ombudsman.org.uk/faq/complain.html). You can also call the FOS on 0300 123 9123 or write to: Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR. We do not use other dispute resolution providers.

24.8.3 Complaints relating to your Tide Business Account or your Tide Instant Saver Account will be handled by Tide on ClearBank's behalf.

## 24.9 English law

24.9.1 These Tide Membership Terms shall be governed by the laws of England and Wales and any claim or dispute under these Tide Membership Terms shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## 25. Linked Members and Tide Workforce portal

25.1 We offer a feature within the Tide Platform that enables you to invite third parties with whom you have a commercial relationship (such as contractors or suppliers that are sole traders or limited companies) to open a Tide Membership Account as well as a Tide Business Account and become Tide Members. Such Tide Members can be linked to your Tide Membership Account for the purpose of facilitating business-related payments and financial collaboration (both you and the invited business to be referred to as "**Linked Members**"). Any business you invite is subject to due diligence and know your customer checks. We reserve the right to open a Tide Membership Account and a Tide Business Account for them only if they successfully pass all applicable checks and eligibility criteria as per the Tide Membership Terms.

25.2 **Tide Workforce.** Once both you and the invited business are successfully onboarded and have opened your

respective Tide Membership Accounts and Tide Business Accounts, you will be able to use functionality designed to streamline payments between your respective accounts. This may include simplified payment initiation, visibility of prior payments, and reconciliation tools (“**Tide Workforce**”). For avoidance of doubt, Tide Workforce cannot be used to run payroll and manage payments towards employees under employment contracts.

25.3 All payments made between Linked Members are treated as standard payments and are processed in accordance with these Tide Membership Terms as well as the Tide Business Account Terms. These payments follow the same rules, timelines, authorisations, and protections as any other payment you initiate outside this feature. Tide does not alter the execution, priority, or settlement of payments made via this feature.

25.4 Payment instructions must be actively initiated and authorised by each Linked Member through the Tide Platform. Tide will not initiate, schedule, or execute payments on your behalf without your direct authorisation.

25.5 Any reconciliation, tracking, or payment information displayed within the Tide Platform is provided for your convenience. It is your responsibility to verify the accuracy and completeness of such information before relying on it. Tide does not accept liability for any errors or business decisions made based on this information.

25.6 You must ensure you have the legal right or appropriate consent to refer and share information about a prospective Linked Member in accordance with applicable data protection laws.

25.7 Tide Workforce is intended to support your business relationships and may evolve to include additional tools such as invoicing, expense tracking, accounting integrations or more. Any such tools used through Tide Workforce will be subject to the specific terms and conditions governing their use. They may also be subject to eligibility requirements.

25.8 Tide is not a party to any commercial or contractual arrangement between Linked Members and bears no responsibility for the conduct, obligations, or performance of either party in relation to one another. Use of the Tide Workforce does not imply endorsement or verification by Tide of any Linked Members.

25.9 We reserve the right to suspend or withdraw this functionality, or any user’s access to it, where we reasonably suspect misuse, a breach of our terms, or as required by law or regulation.

25.10 You confirm that all Linked Members are engaged as genuine independent contractors and are not deemed your employees for the purposes of UK employment law. You acknowledge and accept sole responsibility for compliance with all applicable tax and employment legislation, including but not limited to obligations under IR35 (off-payroll working rules), and confirm that, based on a reasonable assessment, none of the individuals engaged fall within the definition of “employee” or “deemed employee” for the purposes of UK income tax or National Insurance contributions. You shall indemnify Tide and hold us harmless from and against any and all claims, liabilities, costs, or penalties arising from any misclassification or failure to comply with applicable tax or employment obligations in relation to such workers.

## **26. Tide Customer Manager**

26.1 The Tide Customer Manager tool provides functionality to centralise your customers’ and counterparties’ data that is already available to us as a result of your historic use of different Tide products, tools and services or any additional data about your current or prospective customers that you choose to add manually. It facilitates the management of interactions, including the sending of invoices, drafting of communications, and initiating payment requests, through a single dashboard.

26.2 As a data controller (as defined in data protection laws and regulations) you shall be responsible for processing all personal data you input in Tide Customer Manager in accordance with the requirements of data protection laws and regulations, including any applicable requirement to provide notice to data subjects of the use of Tide (including where you are a processor, by ensuring that the ultimate controller does so). The collection, use, and processing of personal data via the Tide Customer Manager tool are governed by the terms of our Data

Processing Agreement available at [www.tide.co/terms](http://www.tide.co/terms).

26.3 You are solely responsible for ensuring that any customer data you may upload to or process through the Tide Customer Manager tool is accurate, lawful, and compliant with all applicable data protection laws, including the General Data Protection Regulation (GDPR).

26.4 Tide does not provide legal advice regarding your regulatory obligations as a data controller under GDPR or other data protection laws or regulations. You should seek independent legal advice to ensure your use of the Tide Customer Manager tool is compliant with all relevant laws and regulations that apply to you.

## **27. Miscellaneous**

27.1 You may not transfer or assign or sell any rights or obligations you have under these Tide Membership Terms or otherwise grant any third party a legal or equitable interest over your Tide Membership without Tide's prior written consent. Tide reserves the right to transfer or assign these Tide Membership Terms or any right or obligation under these Tide Membership Terms at any time.

27.2 If we fail to enforce any of our rights under these Tide Membership Terms, or applicable laws, it shall not be deemed to constitute a waiver of such right.

27.3 Unless stated otherwise in these Tide Membership Terms, if any provision of these Tide Membership Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

27.4 It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority.

27.5 We do not provide advice including financial advice. Any information such as calculations and forecasts, provided to you via Tide Membership, including the services, products, add-ons or tools within the Tide Platform or via the Tide websites or support function is meant for informational purposes only and should not be interpreted as professional advice. All calculations, forecasts and other information should be independently checked and verified. Foreign currency exchange rates are subject to fluctuations outside our control.

# Appendix 1 - Tide Business Account Terms

## (applicable to Tide Business Account holders)

30 March 2026

These Tide Business Account Terms, provide additional terms applicable to your use of Tide Business Account provided by ClearBank in collaboration with Tide. They should be read together with the Tide Membership Terms. Any matters not specifically governed by these Tide Business Account Terms will be dealt with in accordance with the provisions of the Tide Membership Terms. In case of contradiction between any term of the Tide Membership Terms and the Tide Business Account Terms, the latter will prevail.

Apart from the Tide Business Account Terms with Tide, as part of your onboarding to the Tide Platform, you also accept and agree to the Bank Account Terms which are between you and Clearbank (accessible here: <https://www.tide.co/terms>). These terms further govern your use of the Tide Business Account directly with the bank account provider.

1. If there is any inconsistency between these Tide Business Account Terms and any other document we provide you with, these Tide Business Account Terms will apply. Any capitalised terms used here but not defined shall have the meanings given to them in the Tide Membership Terms.
2. **Services covered under these terms**
  - 2.1 We have arranged for your Tide Business Account(s) to be provided to you by ClearBank, being a bank authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 754568). The Tide Platform is the primary interface for your Tide Business Account.
  - 2.2 Tide provides you with Tide Card(s) linked to your Tide Business Account. Your use of the Tide Card is not covered by these terms. The Tide Card Terms which will apply to the provision of the Tide Card are included further below in this document.
  - 2.3 As a Tide Business Account holder you can make and receive international payments in EUR and USD. Please see clause 5 below for details.
3. **Additional Tide Business Accounts**
  - 3.1 As part of your Tide Membership Account, you can hold one main Tide Business Account and, in some cases, additional Tide Business Accounts ("**Additional Business Account(s)**"). In this document, "Tide Business Account" includes all such accounts, including Additional Business Accounts, unless explicitly stated otherwise. We offer different categories of Additional Business Accounts for various purposes. Some categories may be offered at no additional cost, while others are associated with certain paid products. All Additional Business Accounts opened with Tide should be purpose driven and can be used to segregate the funds you hold in your main Tide Business Account for specific purposes. You must not use the Additional Business Accounts for the purpose of running another business or limited company, to hold client money, to segregate your business's funds from the funds of your customers or to segregate funds for regulatory or trust purposes. For more information on how to open and what to use Additional Business Accounts for please use our Support function.
    - (a) **General Additional Business Accounts (Paid Plan allowance).** If you are subscribed to one of our [Paid Plans](#) (see the respective terms for more information on what our Paid Plans are), you may be eligible to open and operate **Additional Business Account(s)**. The number of Additional Business Accounts depends on your Paid Plan, please refer to our Fee Schedule, section 'Additional Business Accounts Fees' for more information on what each plan allows.

The highest number of Additional Business Accounts allowed is 3 under our Max membership plan. If you are on a Free Plan and you want to open a new Additional Business Account or if you are on a Paid Plan but you want to open an Additional Business Account beyond your plan's allowance, you have to upgrade to the respective plan offering more Additional Business Accounts. If you have already opened Additional Business Accounts prior to 1 December 2024, which are above your plan's allowance (either the Free Plan or a Paid Plan), we will charge monthly fee per account as per our Fee Schedule, section Additional Business Accounts Fees unless you upgrade to a plan with higher allowance to avoid the charges. If you cancel your plan or downgrade to another Paid Plan and as a result you have Additional Business Accounts beyond your current plan allowance, the same monthly fee per account as per the Fee Schedule will apply. For avoidance of doubt, the limits and monthly fees per account described under the preceding sentences do not apply to the tax account (available as an Additional Business Account under Accounting and Admin Extra), the Budget Accounts or to the Tide Instant Saver Account.

- (b) **Tax Account (Accounting/Admin Extra).** If you are subscribed to one of our [Accounting or Admin Extra](#) add-ons, you may be eligible to open an Additional Business Account to set aside money for taxes due (the "Tax Account"). To open a Tax Account, you must hold an active Tide Business Account and have an active Accounting or Admin Extra subscription. This account cannot be used to make external inbound or outbound transfers except for payments to HM Revenue & Customs (HMRC) for taxes. By accepting these terms you agree that the account allows movements of funds only between your main Tide Business Account and the Tax Account or between the Tax Account and an HMRC bank account. We may offer you estimates of the taxes due based on your bookkeeping activities performed at the time under Accounting or Admin Extra. However, such amounts are only estimates and are subject to change based on the most recent bookkeeping activities that you perform. You are solely responsible for calculating the exact tax amount due to HMRC and making the necessary payments when they become due. Tide will apply the standard transactional fees for such transfers as per our Fee Schedule. You acknowledge that the Tax Account is not a savings account. It's an Additional Business Account that can be used to segregate the funds you hold in your main Tide Business Account, subject to the segregation restrictions applicable to Additional Business Accounts. As with other Additional Business Accounts, you must not use the Tax Account for the purpose of running another business or limited company, to segregate your business's funds from the funds of your customers, non-tax related business payments, third-party payments (except to HMRC) or investment activities. If you cancel the Accounting or Admin Extra add-on or downgrade to a tier that does not support this feature, the Tax Account will be disabled which means you will not be allowed to add more money into the Tax Account or to transfer or receive funds to or from HMRC but you can still transfer the funds left in your Tax Account back to your main Tide Business Account. Unless specifically agreed otherwise under this clause, all other terms relevant to the Tide Business Accounts apply accordingly to the Tax Account. Naming of the account as a "Tax Account" is for illustrative purposes only and does not constitute tax advice. For tax advice, you must engage a tax professional.
- (c) **Budgeting tools (available for all plans).** You may create an Additional Business Account ("Budget Account") specifically for budgeting purposes for free. Within that account, you can create specific sub-allocations to further segregate your funds into different budgets ("Budgets"), subject to the segregation restrictions applicable to all Additional Business Accounts. The Budgets are created within the Budget Account which is an Additional Business Account. They are budgeting suballocations only, for your internal fund allocation and card-linked expenditure. They are not separate bank accounts and do not have their own account number or sort code. Funds allocated to a Budget remain part of the overall balance of the Budget Account and do not constitute any form of ringfencing, safeguarding, trust or other form of separate holding of funds. You may assign designated virtual E-money prepaid Tide Cards/Expense Card to a particular Budget within the Budget Account to ensure that spending on those cards is deducted solely from the allocated Budget. A card transaction assigned to a particular Budget will only be authorised where (i) the transaction amount is less than or equal to the then-available balance allocated to that Budget, and (ii) the then-available balance on

the Budget Account is sufficient to cover the transaction. If either of these conditions is not met, we may decline the transaction even if there is a positive balance on the account overall. In some cases, a transaction may still be authorised under the applicable card scheme rules even if it causes spend allocated to a particular Budget to be exceeded or, where applicable, to create an unauthorised position on the Budget Account. You remain responsible for any such resulting negative balance or amounts owed. Card transactions remain subject to the applicable card scheme rules and these terms. Any Tide Cards/ Expense Cards linked to the Budgets will be subject to the standard fees as set out in our Fee Schedule.

#### 4. Execution of Payment Orders and depositing funds into your Tide Business Account

*Summary: This section explains how money can be paid and transferred into your account, how you can withdraw money from your account, any associated restrictions and the timescales for the clearance of payments into and from your account.*

- 4.1 From the Tide Platform or by using your Tide Card, you may instruct a payment order using one of the payment methods made available from time to time including Faster Payments, BACS (inbound direct credits and direct debits paid out) and CHAPS (inbound payments), CHAPS (outbound payments) (“**Payment Order**”) and outbound International Payments. In respect of your Tide Business Account, we will administer these functions on behalf of ClearBank.
- 4.2 You may also provide instructions regarding your Tide Business Account through a third party under a direct debit scheme or when you authorise and instruct a TPP to access your account information and/or initiate payments from your Tide Business Account through Open Banking in accordance with the Bank Account Terms. We provide the required technical infrastructure on behalf of ClearBank which will ensure that these transactions are executed against your Tide Business Account. Where relevant, ClearBank will provide access to your Tide Business Account information to the AIS and/or the ability to initiate payments online from your Tide Business Account through the PIS. Please note that a TPP’s access to your Tide Business Account might be denied if there is reasonable concern about unauthorised or fraudulent access or in case of any other security risk to your Tide Business Account. You may, at any time, revoke authorisation of an AIS or PIS from accessing your Tide Business Account, by contacting Tide or the AIS/PIS.
- 4.3 You can provide your consent to a Payment Order by using the identified method for giving consent indicated within the Tide Platform interface that you are using, typically a ‘Make Payment’ button and a verification of the Payment Order, including a fingerprint scan or the submission of a code, as required by the Tide Platform. Payment Orders cannot be instructed by phone, paper-based instruments or other means.
- 4.4 It shall be your responsibility to ensure that when instructing a Payment Order you input the correct unique identifier for that transaction into the Tide Platform. This is the information we ask for that uniquely identifies the other party to your transaction or their account and enables us to route the transaction to that person or account, such as the sort code and account number or IBAN (“**Unique Identifier**”). We will prompt you to provide the necessary Unique Identifier information when you wish to initiate a Payment Order through the Tide Platform. We will not have any responsibility for verifying the accuracy of any payment transaction data you provide us with including the Unique Identifier in connection with a Payment Order. It shall also be your responsibility to input the correct payment recipient’s name and check the information that you receive based on a “Confirmation of Payee” response (“Confirmation of Payee” is an additional security check that the recipient’s name matches the account number and sort code you’ve given us, please refer to the Bank Account Terms available at <https://www.tide.co/terms/> for more information on how “Confirmation of Payee” works). You must check the Confirmation of Payee result and the payment details carefully to make sure you are paying the right person.

- 4.5 To make a payment out of your account, you should follow the instructions on the Tide Platform. Unless otherwise indicated in these terms, Payment Orders made through the Tide Platform will be processed the same working day. References to “working day” in these Business Account Terms shall mean any day that is not a weekend, a public holiday in the UK or “TARGET closing day” as listed [here](#).
- 4.6 You won't be able to submit Payment Orders through the Tide Platform unless you've provided all the information required, including telling us when the payment should be made.
- 4.7 We'll follow your Payment Orders, except only if:
- we need to ask you for further information to complete the payment and you don't provide it to us;
  - you don't have enough money in your account to make the payment;
  - we reasonably believe that you did not give the instruction or that it could be fraudulent or related to criminal activity;
  - we think the instructions are unclear;
  - the instruction is received from a third party and we have reasonable concerns about security or fraud;
  - we reasonably believe that making the payment would cause us to breach any law or regulation that applies to us; or
  - you've broken any of the Terms in a serious way.
- 4.8 Sometimes we need to make checks before we can execute a Payment Order, which may delay things. In some cases we might need to ask you for further information or make additional checks.
- 4.9 When working out if you have enough money in your Tide Business Account for a payment, we'll look at your Tide Business Account balance and deduct any immediate payments that you've already asked us to make (if they are not already reflected in your balance).
- 4.10 If your Tide Business Account becomes overdrawn, you should immediately make a payment into your account to take your balance above zero. Alternatively, a member of the Tide team will get in touch to request the payment from you.
- 4.11 Unless we are prevented by a legal, regulatory or security reason, you'll be notified through the Tide Platform when an instruction hasn't been followed. Where possible, we'll tell you why this has happened and how you can resolve the issue.
- 4.12 We can't normally change or cancel Payment Orders for immediate payments once they have been submitted through the Tide Platform because they are processed immediately. Future dated payments, standing orders, and Direct Debits can be cancelled up to the end of the working day before the date they are due to be made. You can do this through the Tide Platform. Please note that if a recurring payment instruction (apart from a Direct Debit) fails to be processed due to insufficient funds in your Tide Business Account for six (6) consecutive times, we may cancel that recurring payment instruction. We will notify you if and when such a cancellation takes place. If you wish to reinstate the payment instruction, you will need to set it up again through the Tide Platform.
- 4.13 You can make a cash deposit into your Tide Business Account by visiting any of the PayPoint or Post Office premises and using your Tide Card. For details other than applicable fees and processing times, please check the [Tide Card Terms](#).
- 4.14 You might be able to deposit a cheque into your Tide Business Account by taking a photo of it using the Tide mobile app (“**Cheque Imaging Deposit**”). We may limit the number of cheques you can submit in a single day. If the cheque is above a certain value you might not be able to deposit it. You can see these

limits and the status of cheques deposited in the Tide mobile app. Cheques deposits are usually processed within 3 working days, unless we or ClearBank are stopped for technical, regulatory or legal reasons. Please check the Bank Account Terms for further details on Cheque Imaging Deposit.

- 4.15 We may make available additional ways for you to deposit funds in pounds sterling into your Tide Business Account, including by using cards issued in the UK by third party Banking Providers that you have saved in the Tide App or tied to your Apple Pay or Google Pay digital wallet. Depending on availability, this may be used for single or automatic top-ups triggered by conditions you select in the Tide App. Where you choose to top up your Tide Business Account using a card issued by a third party Banking Provider, you authorise us to top up your Tide Business Account on the basis of the authorisation we receive from the card scheme. If we do not subsequently receive cleared settlement for that card payment (including where the payment is reversed, charged back, declined at clearing, or otherwise not settled to us), you agree that (i) the corresponding amount credited to your Tide Business Account may be reversed and (ii) if there is any resulting negative balance, you must correct it immediately in accordance with clause 11 of these Tide Business Account Terms. If you choose automatic top-up of your Tide Business Account balance, you agree and acknowledge that your nominated card will be regularly debited each time a top-up condition you have selected is met for the relevant – for example, the amount selected by you as soon as the balance is below the specific amount you have indicated or for the exact amount needed to complete a card payment from your Tide Business Account where the available balance is insufficient. Please note that once you have confirmed that you are happy for a payment to be made, and you have been through any security processes your Banking Provider requires, you will not be able to cancel a payment made using this feature. You may opt out from automatic top-ups at any time in the Tide App. Important additional details and the available features (including usage limits applicable to specific features) will be made available to you in the Tide App and in our FAQs.
- 4.16 For any incoming electronic payments, we will credit your account as soon as we receive the payment and update your balance (unless we are prevented by a legal, regulatory or security reason or reasonably believe making such payment might cause us to breach a legal or regulatory requirement). For cash that you pay into your account, the time that we credit your account will depend on how you pay it in – for cash paid in:
- using PayPoint, we will credit your account and update your balance on the same working day; or
  - over the counter at a Post Office, we will credit your account and update your balance on the following working day.
- 4.17 CHAPS (Clearing House Automated Payment System) payments are a type of Payment Order that can be initiated from your Tide Business Account using the Tide Platform, subject to your eligibility and any applicable verification checks. The following terms in this clause apply to CHAPS outbound payments.
- (a) CHAPS payments must be submitted by the Cut-off time specified in clause 4.17 of these Tide Business Account terms in order to be processed on the same day. Instructions received after this time will be processed the next working day.
  - (b) CHAPS payments are irrevocable once submitted and authorised. You will not be able to cancel or amend a CHAPS Payment Order after submission.
  - (c) You are responsible for ensuring the accuracy of all payment details provided, as per clause 4.1 of these Tide Business Account terms. We are not liable for any loss resulting from incorrect or incomplete information provided by you.
  - (d) All payments with a value greater than two hundred and fifty thousand pounds sterling (£250,000) will be processed via CHAPS. For payments of £250,000 or less, you may elect whether to process the payment via CHAPS or by an alternative available payment method.
  - (e) Fees for CHAPS payments are set out in the Fee Schedule. By submitting a CHAPS Payment Order, you agree to pay the applicable fee.

- (f) Transaction limits for CHAPS may differ from other payment methods. See clause 19 of the Tide Membership and Product Terms for general limit information or contact Member Support for details specific to your account.

4.18 The cut-off times for payments and cash deposits are as follows:

Type of payment		Cut-off time
Electronic Payments	Faster Payments	None – available 24/7, 365 days of the year (or 366 days for a leap year)
	CHAPS (inbound)	06:00 to 18:00 on working days
	CHAPS (outbound)	08:00 to 16:00 on working days
	Bacs (inbound direct credits and direct debits paid out)	Once a day, by 07:00 on the day the payment is due to credit or debit the account
Cash deposits in	PayPoint	None – available 24/7, 365 days of the year (or 366 days for a leap year, subject to merchant opening hours)
	Post Office	By 19:00 (subject to Post Office opening hours)

## 5. Tide International Payments

*Summary: This section provides additional terms applicable to payments from and to a country in one of the Single Euro Payments Area member countries made in euros as well as payments made in USD.*

- 5.1 Tide allows you to send and receive euro (“EUR”) payments between your sterling (“GBP”) denominated Tide Business Account and any EUR denominated bank account in one of the Single Euro Payments Area (“SEPA”) member countries. These payments can only be sent to and received from countries within SEPA, which comprises (among others) the 27 member states of the European Union, Iceland, Liechtenstein, Norway, Switzerland and the United Kingdom. Please see [here](#) for a full list of SEPA countries.
- 5.2 In addition to EUR denominated payments to and from the SEPA participating countries, you will also be able to send and receive payments in USD and other currencies. Please note that as with all of our

international payment services, regulatory restrictions apply to certain countries/territories. Please check the FAQs for the current list of available currencies.

- 5.3 We refer to payments sent and received in EUR, USD or other available currencies as “**International Payments**”. Tide uses the Automated Clearinghouse (ACH) system, the SEPA Scheme and other payment systems and a wide range of correspondent banks to effect International Payments.
- 5.4 For the purposes of processing International Payments Tide will create a new currency E-money account (the “**Currency E-Money Account**”). “**E-money**” means electronic money as defined in the Electronic Money Regulations 2011 (SI 2011/99). Your Currency E-Money Account is operated by Tide and is separate from your Tide Business Account. This account will only be used to process and record your International Payment transactions and you will not be able to access or withdraw funds from it.
- 5.5 The Financial Services Compensation Scheme is not applicable to the funds held in your Currency E-Money Account and no other compensation schemes exist to cover losses claimed in connection with your International Payments. However, we will safeguard your funds against any loss that can be reasonably anticipated, in particular:
- (a) funds corresponding to E-money will be held in one or more segregated bank accounts separately from Tide’s own funds, in accordance with the provisions of the Electronic Money Regulations 2011.
  - (b) Tide cannot and will not use the funds received in exchange for E-money that has been issued to invest or lend to other persons or entities.
- 5.6 Tide uses CurrencyCloud BV (“**CurrencyCloud**”) to process your International Payment transactions and to convert currencies. CurrencyCloud is authorised by the Central Bank of the Netherlands for the issuing of electronic money and the provision of payment services (registration number R142701). CurrencyCloud is not a party to these Tide Business Account Terms nor to any transaction with you.
- 5.7 Currency conversions from and to GBP to for outgoing and incoming International Payments (each a “**Payout Currency**”) will be made in accordance with clause 7.
- 5.8 Subject to clauses 5.16 and 5.17 below, and unless we are prevented by a legal, regulatory or security reason or reasonably believe making such payment might cause us to breach a legal or regulatory requirement, your incoming and outgoing International Payments will be processed in accordance with the timelines set out in this clause 5.
- 5.9 Tide will not be responsible for payment processing delays caused by your payer’s or recipient’s bank.
- 5.10 Note that the minimum transaction value for outgoing International Payments is £2 or 2 USD. CurrencyCloud may from time to time impose maximum transaction value limits and transactions above this value will not be processed.
- 5.11 CurrencyCloud (on Tide’s behalf) will receive your incoming International Payment. Upon receipt of the funds into one of the segregated customer bank accounts that Tide has with CurrencyCloud, Tide will issue you with a corresponding amount of E-money denominated in relevant currency, which will be credited to your Currency E-Money Account. Note that your E-money will not accrue any interest. The E-money will then be redeemed and a corresponding amount of GBP will be credited to your Tide Business Account (subject to clauses 5.16 and 5.17 below), applying the currency conversion rate described in clause 7 below. Once the corresponding amount of GBP has been credited to your Tide Business Account, it will be available for you to use.
- 5.12 Receiving incoming International payments
- (a) Subject to clause 7 below, any incoming International payments received by Tide will be credited to your Tide Business Account on the same day they are received by Tide. International Payments cannot be processed on a non-working day. This means that if a sender

makes an International Payment to you on a non-working day, Tide will not receive those funds until the following working day.

- (b) If any incoming International Payment is received by Tide on a working day after our incoming payment cut-off time of 13.50 (GMT), or any incoming USD payment is received by Tide on a working day after our incoming payment cut-off time of 15.50 (GMT), CurrencyCloud will not execute the currency conversion rate until the following working day. In that case, we will pre-fund your Currency E-Money Account with the amount of the International payment on the same day Tide receives the funds. The E-money will then be immediately redeemed and a corresponding amount of GBP will be credited to your Tide Business Account (subject to clauses 5.16 and 5.17 below), applying the currency conversion rate described in clause 7 below.
- (c) Incoming SWIFT International Payments are processed between 6.00 and 18.30 (GMT). Any SWIFT International Payment received beyond this time interval will be processed on the next business day subject to any delays due to required regulatory checks.
- (d) If there is a significant foreign exchange (FX) market movement between the day that we pre-fund your Currency E-Money Account and the day CurrencyCloud executes the currency conversion rate applicable to the incoming International payment, we reserve the right to ask you to repay Tide the shortfall. We will only do this where significant disruption to the FX markets has occurred and where we consider it necessary to pass on these costs.
- (e) If Tide is prevented from processing your incoming International Payment for reasons stated in clause 5.8 above and there is a foreign exchange market movement, your payer may receive back the amount that has been reduced by a respective foreign exchange charge, where applicable.

#### 5.13 Processing of outgoing payments

- (a) Subject to clause 5.20 below ('Cut-off times for submitting an International Payment Order'), when you wish to make an outgoing International Payment, you can instruct the payment order ("**International Payment Order**") from your Tide Business Account by following the instructions on the Tide Platform. Tide will immediately debit the required GBP amount from your Tide Business Account and issue you with a corresponding amount of E-money denominated in relevant currency which shall be credited to your International E-Money Account, applying the currency conversion rate described in clause 7 below. The E-money will then be redeemed and CurrencyCloud (on our behalf) will transfer the amount to the recipient indicated by you in the International Payment Order.
- (b) Subject to clauses 5.16 and 5.17, outgoing International Payments made through the Tide Platform will be processed in accordance with the timetable provided in clause 5.20.
- (c) We will only accept an International Payment Order which is given to us through Tide Platform. International Payment Orders cannot be instructed by card, phone, paper-based instruments or other means. International Payment Orders must include such information as we from time to time determine that we require in order to effect your International Payment including the following information:
  - name and address of the recipient;
  - destination country of the Payment Transaction;
  - Amount and currency of the Payment Transaction;
  - the IBAN (International Bank Account Number) if your recipient's bank account has an IBAN and such other bank account code corresponding to your recipient's bank account (for example, a BIC or SWIFT code) as may be required (each of the IBAN, BIC or SWIFT is a "**Unique Identifier**").

- (d) You can provide your consent to an International Payment Order by using the identified method for giving consent indicated within the Tide Platform interface that you are using, typically a 'Confirm' button. We will treat this as your instruction and consent for Tide to execute that International Payment Order on your behalf.
  - (e) We will not have any responsibility for verifying the accuracy of any payment transaction details you provide us with, including the Unique Identifier in connection with an International Payment Order. If we proceed to execute an International Payment Order based on the incorrect Unique Identifier received by us from you then we will not be liable for any losses incurred.
  - (f) You can't change or cancel your International Payment Order once it has been submitted through the Tide Platform.
  - (g) Note that, in case your outgoing International Payment fails for any reason, you remain liable to pay the applicable transaction fees and Tide will not refund transaction fees for failed payments (except if the failure was caused by Tide or CurrencyCloud). This is why it is important you provide the correct Unique Identifier, as set out in clause 5.13 (c). We will let you know if a payment fails by contacting you via the Tide app or via the email address you have provided us with.
- 5.14 We'll process your International Payment Orders according to your instructions and accept your incoming International Payments, except if:
- we need to ask you for further information to complete the payment and you don't provide it to us;
  - you don't have enough money in your account to make the payment;
  - we reasonably believe that you did not give the instruction or that it could be fraudulent or related to criminal activity;
  - the transaction is connected either directly or indirectly, to certain countries or persons which we have determined, acting in our sole discretion, are high risk to our business or involve a higher level of complexity for us in carrying out our anti-money laundering or anti-terrorist financing legislation transaction monitoring process (the "restricted countries and persons");
  - we think the instructions are unclear or contain errors;
  - the instruction is received from a third party and we have reasonable concerns about security or fraud;
  - we, CurrencyCloud or the receiving bank believe that making the payment would breach any law or regulations;
  - CurrencyCloud cancels your International Payment for any reason; or
  - you've broken any of the Terms in a serious way.
- 5.15 In each of the circumstances listed above, we reserve the right to refuse to process any incoming International Payment or cancel any International Payment Order you placed with us.
- 5.16 Tide and/or any member of the Tide Group (being Tide Platform Limited and its subsidiaries for the time being) as well as CurrencyCloud may be required to comply with sanctions and/or embargoes imposed by the international community including the UK, EU, UN and the USA. In such cases we may not accept instructions and may refuse to make any payment or take any action pursuant to an International Payment Order or cancel such International Payment Order if it would result, or in the Tide's reasonable opinion is likely to result, in a breach of any sanction or embargo whether or not imposed in the UK.
- 5.17 To comply with our regulatory requirements, sometimes we need to make checks before we can process an International Payment, which may delay things. In some cases we might need to ask you for further information or make additional checks. If your outgoing International Payment is delayed while we complete our regulatory checks, the FX Rate at which the International payment is converted may be higher or lower than the FX Rate that applied when you submitted your International Payment Order. Tide reserves the right to recover any loss it suffers as a result of such FX Rate fluctuations under clause 24.5 of the Tide Membership Terms.

- 5.18 Unless we are prevented by a legal, regulatory or security reason, you'll be notified through the Tide Platform when a Payment Order hasn't been followed. Where possible, we'll tell you why this has happened and how you can resolve the issue.
- 5.19 Notwithstanding anything else in these Business Account Terms, even if Tide has accepted your International Payment Order, the receiver may not be able to receive such payment at all or in part due to the restriction on transactions established by the receiving bank. In such a case, Tide shall, to that extent, be released from its obligation to perform the International Payment Order.
- 5.20 Cut-off times for submitting an International Payment Order

You can submit an International Payment Order any day of the week. The following processing times apply:

International Payment Order submission time	Payment processing time
International Payment Orders submitted by 13:50 (GMT) for EUR SEPA payments/or by 15:50 (GMT) for USD payment on a working day	Tide will immediately debit the required GBP amount from your Tide Business Account. Your recipient should receive the payment on the same day, subject to any delays due to required regulatory checks or delays caused by your recipient's bank.
International Payment Orders submitted on a working day after 13:50 (GMT) for EUR SEPA payments/or by 15:50 (GMT) for USD payment	Tide will immediately debit the required GBP amount from your Tide Business Account. Your recipient should receive the payment on the next working day, subject to any delays due to required regulatory checks or delays caused by your recipient's bank.
International Payment Orders submitted on a non-working day	Tide will immediately debit the required GBP amount from your Tide Business Account. Your recipient should receive the payment on the next working day, subject to any delays due to required regulatory checks or delays caused by your recipient's bank.

- 5.21 Cancelling an International Payment Order
- (a) You can't change or cancel/recall an International Payment Order once it has been submitted through the Tide Platform.
  - (b) We have explained in clauses 5.16 and 5.17 above the circumstances in which we may cancel your International Payment Order after you have submitted it. For example, we may do so if CurrencyCloud cancels your International Payment Order or there is a significant FX Rate movement after you submit your International Payment Order to us.
  - (c) If CurrencyCloud cancels your incoming International payment after we have pre-funded your Currency E-Money Account or your Tide Business Account, we reserve the right to ask you to repay the whole amount credited to your account.

## 6. Fees

- 6.1 Unless we agree to waive the fees, you agree to pay the fees for the services in accordance with the [Fee Schedule](#) added further below in this document.

- 6.2 The standard transaction fees applicable under the heading “Receipt of Money and Payments” in the Fee Schedule also apply to your International Payments. The number of free Eligible Transactions per month will also include your International Payments during this month. Each International Payment transaction is subject to the interbank exchange rate on the day, and we apply additional International Payments transaction fee (also referred to as the “markup”) on such transfers. See further details in clause 6 below as well as the Fee Schedule for further details on the applicable fees on International Payments. You won’t be charged anything for requesting EUR SEPA and USD ACH account details.
- 6.3 Fees may also apply for using other services provided by Tide which are not listed in the Fee Schedule. Such fees are indeed in the respective terms and conditions governing the use of such service.
- 6.4 You authorise Tide to debit your Tide Business Accounts for all fees as they become payable (including the markup relating to inbound and outbound International Payments).
- 6.5 If there are not enough funds in any of your accounts with us to pay your fees, then you must pay the amount due immediately upon demand, plus any applicable processing fees, or charges for return items, plus interest at the higher of 4% a year above the Bank of England’s base rate or 4%, plus legal costs and other costs of collection as permitted by law. We reserve the right to suspend your access to the Services if we are not paid any monies owing to us by you on time.
- 6.6 We reserve the right to change the fees from time to time. We will notify you of any change to existing fees in accordance with clause 21 of the Tide Membership Terms.
- 6.7 In some circumstances a number of intermediaries (such as correspondent banks or payment service providers) may charge fees and expenses for transactions you initiate. These charges are beyond our control and whilst we will endeavour to minimise these for you wherever possible, those charges sometimes cannot be calculated in advance. You hereby acknowledge that you shall be liable for these charges.
7. **Currency conversion rates and fees**
- 7.1 Tide will use the current interbank FX rate (the “FX Rate”) to convert to the Payout Currency.
- 7.2 For outgoing International Payments, the FX Rate will be shown to you before you instruct Tide to process your International Payment Order. For incoming payments, you can find the FX Rate in your transaction details which are available on the Tide Platform.
- 7.3 Subject to clauses 5.16 and 5.17 above, for outgoing International Payment transactions:
- if you submit your International Payment Order before 13:50 (GMT) for EUR SEPA payments/or by 15:50 (GMT) for USD payment, Tide will apply the spot FX Rate prevailing at the time you submit the International Payment Order.
  - if you submit your International Payment Order on or after 13:50 (GMT) for EUR SEPA payments/or by 15:50 (GMT) for USD payment , Tide will apply the prevailing forward rate.
- 7.4 For incoming International Payments, Tide will apply the FX Rate prevailing at the time Tide receives the incoming payment order and successfully completes any of our anti-money laundering or anti-terrorist financing legislation transaction monitoring processes (which can sometimes take up to 24 hours).
- 7.5 If an International Payment Order was cancelled/recalled for any reason, you should be aware that due to changes in the FX Rate you may not receive the same amount back – you may receive more or less than the amount of the original International Payment Order.
- 7.6 FX rates are subject to fluctuations outside of our control. Historical prices are not a reliable indicator of future prices. Such changes may affect the provision of our services. In particular, in extreme situations (e.g. if there is a significant FX Rate movement after you submit your International Payment Order to us), we may not be able to process your outgoing International Payments and may need to cancel your existing International Payment Orders without prior warning.

7.7 For both outgoing and incoming International Payments we will add an International Payment transaction fee (also referred to as the “markup”) to the FX Rate at the time of conversion. For outgoing International Payments, the markup will be shown to you before you instruct Tide to process your International Payment Order. For incoming payments, you can find the markup in your transaction details which are available on the Tide Platform. Please note that, in case your International Payment (both in- and outbound) was cancelled/recalled for any reason we will apply the markup for each currency conversion performed, so you will have to pay this twice and Tide will not refund such fees to you.

7.8 Applicable taxes and duties or commissions may be deducted by the recipient's bank at the point of receipt, which means your recipient may receive less than the amount you stated in your International Payment Order. Please check with your recipient’s bank to find out about any possible deduction before you initiate an International Payment Order.

**8. Account Limits**

8.1 Payments from and into your Tide Business Account might be subject to limits and restrictions we set from time to time, such as to the maximum the amount of money that can be held in your account. Please see clause 19 of the Tide Membership Terms for details on limits applicable to your Tide Business Account.

8.2 We may reject credit or debit payment transactions instructed on or initiated against your Tide Business Account where the payment transaction in question would result in an Account Limit being exceeded.

**9. Your Statements**

9.1 Once a month, we will provide you via the Tide Platform with statements in .pdf format setting out certain information in respect of your payment transactions executed on your Tide Business Account and the transactions executed on your Tide Card(s).

9.2 In addition to your usual monthly Tide Business Account statement, Tide will separately provide you with a monthly “**EUR SEPA Statement**” as well as a monthly “**USD Statement**” setting out certain information in respect of your International Payment transactions executed on your Tide Business Account. This will include your transaction fees and the applicable currency conversion rate. You can find more details about fees and conversion rates in clauses 6 and 7 above. We will provide you with a monthly EUR SEPA Statement and a monthly USD Statement in the same way that we provide you with your usual monthly Tide Business Account statement, through the Tide app and online.

9.3 You will be notified by us when your statements are available on the Tide Platform to view and download.

9.4 You should monitor your account statements carefully and notify us of any payment transactions or activity you do not recognise.

**10. If Something Goes Wrong**

10.1 The table below shows what will happen when something goes wrong.

What went wrong?	What Tide will do
<p>A payment is incorrectly processed because it was not sent to the person or account you told Tide to send it to</p> <p>or</p> <p>You were told during the Confirmation of Payee process that the name of the</p>	<p>The payment amount will be refunded together with any charges linked to that payment.</p>

<p>recipient matched the sort code and account number you provided but this was wrong and the payment was not sent to the person or account you intended.</p>	
<p>A payment from your Tide Business Account was unauthorised, unless:</p> <ul style="list-style-type: none"> <li>● you have been deliberately or grossly negligent with your security details; or</li> <li>● we can prove you acted fraudulently.</li> </ul>	<p>Once your claim has been investigated and Tide is satisfied you have not been deliberately or grossly negligent with your security details or that you have not acted fraudulently, the payment amount will be refunded together with any charges linked to that payment, except for the first £35 of the payment amount which Tide may not refund to you if the unauthorised payments arose before you reported the unauthorised payment or before you reported your security details having been lost or stolen; and Tide will refund to you any unauthorised payments which take place after you have notified us of the unauthorised payment or that your security details relating to your account have been lost or stolen and your Tide Business Account has been blocked.</p>
<p>A payment you requested is late due to Tide's error.</p>	<p>Your Tide Business Account will be put back to the position that it would have been in if we had not made the error.</p>
<p>A payment you received to your Tide Business Account is late due to Tide's error.</p>	<p>You can also ask us to contact the other person's bank and correct the amount of interest on their account.</p>
<p>A payment is taken from your account by a retailer without you knowing how much the payment is going to be and the payment is for more than you were expecting.</p>	<p>Provided you let us know within eight (8) weeks of the date of the payment that:</p> <ul style="list-style-type: none"> <li>● your authorisation did not specify the exact amount of the payment; and</li> <li>● the amount is more than you could have reasonably expected to pay, based on your previous spending and our investigation,</li> </ul> <p>usually the payment amount will be refunded.</p> <p>When we investigate your request and a refund is not able to be provided, we will let you know why.</p>
<p>You made a mistake and gave the wrong payment details for a payment.</p> <p>or</p> <p>You proceeded with a payment where the Confirmation of Payee details you provided (account holder's name, sort code and account number) did not come back as a full match and the payment wasn't sent to the person or account you intended.</p>	<p>If you make a mistake, we will use our reasonable efforts to help fix the problem (which might mean getting your money back), but Tide can charge a fee for this.</p> <p>If we can not recover the payment, then Tide won't be able to refund the payment to your account.</p> <p>If the payment has been received by the recipient's bank, then you will need to ask them about obtaining a refund. You can contact the Member Support Team if you need information about the payment to help you try and recover it.</p>

- 10.2 If you do not notify us about an issue with your payment within thirteen (13) months after the debit date, then you might not be entitled to a refund.
- 10.3 Further investigation of your claim for a refund may be required to check that you are entitled to a refund. If you are entitled to a refund, this will be done as soon as we can and no later than the end of the next working day following the day that the request is received or after the conclusion of any investigation into your claim, as applicable.
- 10.4 If funds are added to your account because of a system's error or a mistake, we have the right to automatically reclaim those funds. It will be considered a serious breach of these Business Account Terms if you do not return the funds upon being notified, in the event they cannot automatically be reclaimed.

## 11. **Negative Balances**

- 11.1 If for any reason you have a negative balance on your Tide Business Account, you agree to immediately send the required amount of money to correct the negative balance, such amounts being due without the need for previous notification. Failure to send us the required amount of money within a reasonable period of time shall be deemed a material breach of these Business Account Terms. In addition, we may: (a) exercise our right to automatically debit funds from any other account you have with us; (b) initiate a chargeback procedure for any specific transaction which led to your Tide Business Account having a negative balance; (c) close or suspend your Tide Membership Account; (d) report you to any credit reference agencies; and/or (e) take debt collection measures including but not limited to mandating a debt collection agency or solicitors or to pursue the claim in court. We reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.

## 12. **Termination**

- 12.1 You may terminate the Business Account Terms by contacting our member services.
- 12.2 We may terminate these Business Account Terms in accordance with the termination provisions under the Tide Membership Terms.
- 12.3 The termination of the Tide Membership Terms also terminates these Business Account Terms. The termination of these Business Account Terms will not affect your or our accrued rights arising under these Business Account Terms.

## 13. **Miscellaneous**

- 13.1 You may request and we shall provide a copy of these Tide Business Account Terms and any information set out in Schedule 4 of the Payment Services Regulations 2017 at any time prior to the termination of these Tide Business Account Terms.
- 13.2 It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. You hereby agree to comply with any and all applicable tax laws in connection with your use of the services, including without limitation, the reporting and payment of any taxes arising in connection with Tide transactions made through the services. You agree that you will indemnify Tide or ClearBank, as applicable, against any liability arising in relation to this clause and any reasonable costs in dealing with said breach.

## Appendix 2 - Tide Card Terms (applicable to Tide Business Account holders)

29 April 2026

These Tide Card terms apply if you hold a Tide Business Account. They provide additional terms applicable to your use of the Tide Card issued by Tide. They should be read together with the Tide Membership Terms and the Tide Business Account Terms. Any matters not specifically governed by these Tide Card Terms will be dealt with in accordance with the provisions of the Tide Membership Terms.

If there is any inconsistency between these Tide Card Terms and any other document we provide you with, these Tide Card Terms will apply.

Unless the context otherwise requires, capitalised terms used but not defined in this Appendix are defined elsewhere in the Tide Membership and Product Terms document.

### 1. Key Definitions

We have set out below some key defined terms we use throughout these Tide Card Terms.

**“Apple Pay”** means the mobile payment and Digital Wallet service created by Apple that allows users (eg. Tide Cardholders) to make payments from their Tide Card using certain Apple devices (subject to and in accordance with Apple Pay terms of use).

**“ATM”** means an automated teller machine.

**“Available Balance”** means the value of available funds in your Tide Business Account.

**“Cash Load Terms”** means the terms and conditions agreed between you and Prepay Technologies Limited relating to your ability to load cash to your Tide Business Account via a Cash Load Partner.

**“Cash Load Partner”** means an organisation which accepts cash, allowing Tide Cardholders to fund their Tide Business Account using their Tide Card (subject to applicable fees, see [the Fee Schedule](#) for details). A list of these partners can be found on the Website or via the Tide Platform.

**“Contactless”** means a payment feature that provides users (eg. Tide Cardholders) with a way to pay by tapping their card on a contactless point-of-sale terminal reader.

**“Digital Wallet”** means an electronic device that stores all your payment details in one location and allows you to make electronic transactions without the need of a physical card.

**“Full Deductible Amount”** means the full amount of the Tide Card Transaction, including the Tide Card Transaction along with any associated fees, charges and taxes.

**“Google Pay”** means the mobile payment and Digital Wallet service created by Google that allows users (e.g. Tide Cardholders) to make payments from their card using their mobile device (subject to and in accordance with Google Pay terms of use).

**“Mastercard”** means Mastercard International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York, 10577 USA.

**“Mastercard Acceptance Mark”** means the Mastercard International Incorporated Brand Mark, indicating acceptance of the Tide Card.

**“Mastercard Business Savings Programme”** means an automatic rebate programme offered by MasterCard that enables participating Merchants to provide rebates to eligible MasterCard small business cardholders registered in the programme.

**“Merchant”** means a retailer, or any other person, firm or corporation that accepts cards which display the Mastercard Acceptance Mark.

**“Passcode”** means the passcode or thumbprint or other method you or any Tide Platform user uses to identify yourself and which is used for authorising any payments from the Tide Card.

**“PIN”** means your four-digit personal identification number for use with the Tide Card.

“**Savings Programme Terms and Conditions**” means the terms and conditions applicable to Tide Cardholders participating in the Mastercard Business Savings Programme and available at <https://www.priceless.com/shopping/product/166756/business-savings-terms-and-conditions>.

“**Tide Cardholder**” means an individual selected by the Admin to whom a Tide Card is issued to (this includes an Expense Cardholder).

“**Tide Card Number**” means the 16-digit number on the front of your Tide Card.

“**Tide Card Transaction**” means a transaction entered into using your Tide Card, including withdrawing cash using an ATM or purchasing a good and/or service using the Tide Card either in person, using contactless, over the internet or over the telephone including any use of your Tide Card to make payments using Apple Pay or Google Pay.

## 2. Scope of these Tide Card Terms

**2.1** Your physical (or virtual) Tide Card is an E-money **prepaid** card and not a credit, charge or debit card. It has been issued by us pursuant to our licence from Mastercard and it is linked to your Tide Business Account. The prepaid value used to transact using your physical Tide Card is E-money issued by us and distributed and administered by Tide. The physical Tide Card remains our property.

**2.2** In addition to your E-money prepaid physical or virtual Tide Card, any E-money digital **debit** Tide Card (the “**Online Debit Card**”), is issued by Tide pursuant to our licence from Mastercard and can be used for online subscriptions and online payments. The Online Debit Card has unique card details, including a new 16-digit card number, which is different to your physical Tide Card. Your Online Debit Card exists only in your Tide mobile app and you won't get a physical card for any of the Online Debit Cards you create. Please note that you can't add your Online Debit Card to Google or Apple Pay or to other digital wallets. Your Online Debit Card is not a credit, charge, or prepaid card. It is linked to your Tide Business Account, just like your Tide Card. For avoidance of doubt, Online Debit Cards are also referred to as Tide Cards.

**2.3** Your Tide Cards (including your Online Debit Card) are E-money cards which means that you must purchase E-Money from us in relation to your Tide Card Transactions. You agree to fund our issuance of E-money to your Tide Card using your Tide Business Account and you agree to transfer such funds to us from your Tide Business Account as are necessary for you to purchase E-Money from us so that we can settle with Mastercard for Tide Card Transactions that you make with your Tide Card. To this end, Tide has arranged for PrePay Technologies Limited, a company registered in England and Wales with number 04008083, to process Tide Card Transactions on its behalf. Furthermore, under the Bank Account Terms, you will have granted ongoing authorisation to ClearBank to transfer immediately upon notification from us a corresponding amount from your Tide Business Account to your Tide Card for the value of each Tide Card Transaction; ClearBank will make this transfer immediately and, on a transaction-by-transaction basis. You will not be able to cancel such a transfer once you have authorised a Tide Card Transaction.

**2.4** The Tide Card (including your Online Debit Card) can only be used to make Tide Card Transactions and as the Mastercard licenced card issuer we will facilitate refunds in relation to your Tide Card(s). Your use of the Tide Card(s) is subject to the following restrictions:

- (a) you cannot initiate a payment order to transfer value to be held as prepaid E-money on your Tide Card.
- (b) when you use your Tide Card(s) for a Tide Card Transaction, we will initiate a request for a corresponding payment from your Tide Business Account to us in accordance with clause 2.2;
- (c) we will only accept payment for E-money to be issued to your Tide Card from your Tide Business Account;
- (d) we will not store value on your Tide Card other than as necessary to settle a Tide Card Transaction. We will automatically transfer any excess E-money and any refunds we receive on your behalf to your Tide Business Account and by entering into these Tide Card Terms you instruct us to do so.

**2.5** Mastercard is a registered trademark of Mastercard International Incorporated. Your rights and obligations relating to the use of the Tide Card(s) are subject to these Tide Card Terms between you and us; you have no rights against Mastercard or its respective affiliates.

**2.6** Our issuance to you of a Tide Card for use in accordance with these Tide Card Terms does not amount to the provision of a payment account and accordingly we will not permit Authorised Third-Party Providers to access transaction information arising on your Tide Card or initiate payment transactions using your Tide Card(s).

### 3. Transaction Limits

**3.1** Maximum daily or monthly limits may apply to your Tide Card Transactions, including the amount of cash you can withdraw using your Tide Card(s)). Please see clause 19 of the Tide Membership Terms for details.

### 4. Applying for and registering your Tide Card

**4.1 E-money prepaid Tide Cards.** You will automatically be issued a physical E-money prepaid Tide Card when you open a Tide Business Account. Additional physical E-money prepaid Tide Card will also be issued when a new Admin role is created for an eligible director. Following your request, we may issue additional E-money prepaid Tide Cards for Admins in virtual form. Please refer to the Tide Platform to see what options for virtual cards are available to you.

**4.1.1** You may also request Expense Cards for eligible Team Members or Expense Cardholders through the Tide Platform, in accordance with clause 10.1 of the Tide Membership Terms. Expense Cards can be issued in either physical or virtual form, according to your choice.

**4.1.2** Team Members who have Expense Cards may request changes relating to their Expense Card through the Tide Platform, including ordering a new Expense Card, requesting access to additional card features and requesting an increase to the applicable expense limits, in line with the features made available in the Tide Platform from time to time, and in each case subject to the approval of the Admin and the Account Limits.

**4.1.3** For avoidance of doubt, Expense Cards are Tide Cards (E-money prepaid cards) issued to your eligible Team Members.

**4.1.4** From time to time, a Tide Cardholder or an Expense Cardholder may be allowed to hold more than one Tide Card, in either physical or virtual form. Please refer to the Tide Platform to see what options are available to you.

**4.2 Online Debit Tide Cards.** You may automatically be issued with an Online Debit Card following your opening of a Tide Business Account. Additional Online Debit Cards will also be issued when a new Admin role is created for an eligible director. Alternatively, you can create, delete and see an Online Debit Card in the Tide Mobile App. We will not be liable for any system delays in issuing the Online Debit Card. You should allow sufficient time when requesting the issuance of an Online Debit Card to allow for such delays.

**4.3** We will issue all your Tide Card(s) on the basis of the Information that has been provided by you through the Tide Platform. You must ensure that the information you provide through the Tide Platform is accurate and notify any changes as soon as possible through the Tide Platform so that our records remain correct.

**4.4** If we discover that the information we hold about you is incorrect, we may have to suspend or cancel your Tide Card(s) until we can establish the correct information, in order to protect us both.

**4.5** It is your responsibility to keep us updated of changes to your details by using the Tide Platform.

### 5. Receiving and activating a Tide Card

**5.1** The initial Tide Card issued to you will be sent to your official registered address. Expense Cards (if applicable) will be posted to the address registered by you with Tide. Each Tide Card you are permitted to request through the Tide Platform shall be issued to the individual you selected as Tide Cardholder when you requested the Tide Card.

**5.2** When the Tide Card (including Expense Card) is received, it must be signed in permanent ink by you or the selected Tide Cardholder immediately and should then be activated via the Tide Platform.

**5.3** The transfer of the card number, validity period, and security feature (e.g., CVV code) of the Online Debit Card as well as its activation takes place in the Tide mobile app.

**5.4** Once the Tide Card has been activated, the Tide Platform will give the Tide Cardholder the option to reveal the PIN. The PIN should never be revealed to anybody other than the Tide Cardholder. We will not reveal the PIN to a third party.

**5.5** The PIN can be changed at any UK ATM. When selecting or changing the PIN, the Tide Cardholder must not select a PIN that may be easily guessed, such as a number that:

**5.5.1** is easily associated with the Tide Cardholder, such as their telephone number or birth date; or

**5.5.2** is part of data imprinted on the Tide Card; or

**5.5.3** consists of the same digits or a sequence of running digits; or

**5.5.4** is identical to a previously selected PIN.

**5.6** You are responsible for all the Tide Cards issued to your business and their use and the actions undertaken by all Tide Cardholders under these Tide Card Terms and any fees or charges that these Tide Cards may incur.

**5.7** We may activate your Tide Card for digital use (for example, in a mobile wallet or for online purchases) automatically and before your physical card arrives, but always subject to secure authorisation. You will still need to activate the physical card as described above once you receive it and before you can use it in shops or at ATMs. You will always be able to manage how and where your card is used in the Tide app.

## **6. Using the Tide Card and Tide Card expiry**

**6.1** The physical Tide Card can be used at any Merchant to make purchases in-store, via the internet or over the phone and can be used to obtain cash through ATMs (fees will apply, see the [Fee Schedule](#) included below in this document for more information). A Tide Cardholder can authorise a Tide Card Transaction at any Merchant by entering the PIN or other security code, if the Merchant does not accept chip and PIN authorisation, the Merchant may allow the Tide Cardholder to authorise the Tide Card Transaction by signature of the receipt. A Tide Card Transaction can also be authorised by tapping the Tide Card against a Contactless enabled reader. A Tide Cardholder can also authorise a transaction via Click to Pay, Apple Pay or Google Pay. A Tide Cardholder may be required to undergo additional authentication steps to authorise certain Tide Card Transactions. Please be aware that you may not usually stop a Tide Card Transaction once it has been authorised as at that point it is deemed to be received by us. We may refuse to execute a Tide Card Transaction if we suspect that the Tide Card Transaction is unlawful or fraudulent.

**6.2** Your Online Debit Card can be used at any internet Merchant website throughout the world that accepts Mastercard. To use Your Online Debit Card, you will need to provide the card number, the security code, if applicable, and the expiration date to the internet Merchant. You may enroll your Tide Card into Mastercard Click to Pay feature and use it for inline checkouts, where available. Where applicable, your Tide Card may be automatically enrolled into Click to Pay. We reserve the right in our sole discretion to prohibit acceptance of Your Online Debit Card at certain internet Merchant websites.

**6.2.1** You as an Administrator may set controls for Expense Cards of Team Members restricting transactions with specific types of Merchants.

**6.3** You can also authorise a Tide Card Transaction by setting up a recurring card payment for a Merchant. Recurring credit card payments allow the Merchant to charge recurring payments (e.g. monthly subscriptions, regular online services etc.) to the Tide Card you have provided on a recurring basis without getting your permission each time. This may be for fixed payments on fixed days. It can also be at any time and for varying amounts, but only if you agreed to it. If a Tide Cardholder no longer wants to authorise recurring card payments or no longer wants to purchase the corresponding services, the Tide Cardholder must revoke or cancel the authorisation directly with the Merchant. You can also cancel a recurring card payment by contacting our Member Support team via the in-app chat or by email to [hello@tide.co](mailto:hello@tide.co). Please note that cancelling a recurring card payment does not necessarily end your contract with a Merchant. It will still be your responsibility to pay any money that you owe under a contract. If the Tide Card is cancelled, the Tide Cardholder must change the payment method for all services that incur recurring charges with the Merchant and/or terminate the arrangement. Tide participates with Mastercard in the Automatic Billing Updater service for our Tide Cardholders. This service allows participating Merchants to receive and maintain your Tide Card information so your automatic payments continue without interruption when you get a replacement Tide Card. Please check the FAQs for the current list of participating Merchants. Mastercard will update participating Merchants any time your Tide Card number and expiration date changes. All Tide Cardholders are automatically opted in to this service. Please note that the Automatic Billing Updater service only works with your physical Tide Card, so you need to manually update your Online Debit Card details if a new one is issued to you. Please also note that if a replacement Tide Card is ordered due to being marked as lost/stolen the Automatic Billing Updater service will not apply and you would need to issue a new direct debit to the Merchants.

**6.4** A Tide Cardholder must not use the Tide Card if there are insufficient available funds in your Tide Business Account to meet the full amount of the Tide Card Transaction, including any associated fees, charges and taxes and any additional ATM charges. Please note that your Tide Card Transactions will be executed in sterling and

we will only accept payment for E-Money value issued to your Tide Card from your sterling Tide Business Account and not any other account you may have on the Tide platform in another currency. This is important to note in respect of any foreign transaction fees you may incur in connection with Tide Card Transactions.

**6.5** Due to security safeguards, Merchants that accept the Tide Card are required to seek authorisation from us for all of the Tide Card Transactions that are made by the Tide Cardholder. There are some circumstances where Merchants may require the Tide Cardholder to have available funds greater than the value of the Tide Card Transaction they wish to make. The Tide Cardholder will only be charged for the actual and final value of the Tide Card Transaction they make. Merchants request this as they may need to access more funds than the Tide Cardholder initially planned to spend. For example:

**6.5.1** hotels, rental cars, petrol stations (in case of using a self-service petrol pump, instead of paying to the cashier); and

**6.5.2** internet Merchants – certain internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available. In these circumstances we will check that sufficient funds up to the amount requested for verification by a Merchant are available in your Tide Business Account. This will temporarily impact the balance available in your Tide Business Account. Also, please bear in mind that many sites will not deduct payment until goods are dispatched so please be aware of this when checking the balance available in your Tide Business Account to make sure sufficient funds are available to cover all purchases.

**6.6** The Tide Card must not be used in situations where it is not possible to obtain online authorisation that the Tide Cardholder has sufficient balance in their Tide Business Account to cover the purchase of electronic money from us to cover the Tide Card Transaction. For example, but not limited to, Tide Card Transactions on trains, ships, and some inflight purchases.

**6.7** When you use your Tide Card at a self-service petrol pump (“**Pay at Pump**”), we'll send you a notification via the Tide App for a pending charge of up to £120 (the amount may vary depending on the fuel station you use - please check our FAQs for details). This is a temporary hold, until the final charge for the purchased fuel is calculated, but the amount needs to be available in Tide Business Account at the time of using the self-service petrol pump, otherwise you will not be able to use the Pay at Pump service. Sometimes, the confirmation of the amount actually spent and the collection of the final charges can take up to an hour. You will receive another notification via the Tide App after the final amount has been collected, and the remaining pending charge has been released.

**6.8** The Tide Card should not be used as a form of identification.

**6.9** The Tide Card may not be used for any illegal purpose or in any manner prohibited by law, nor for gambling, for any adult entertainment or transactions that include, but are not limited to, purchasing traveller's cheques, lottery tickets, casino gaming chips, money orders, deposits and wire transfer money orders.

**6.10** Tide may ask you to surrender any Tide Cards at any time for a valid reason in accordance with the provisions in clause 15 of these Tide Card Terms.

**6.11** If a Merchant agrees to give a refund for a purchase made using the Tide Card, when we receive the funds we will transfer them to your Tide Business Account and you consent to us doing so.

**6.12** The Tide Card can be used to make Tide Card Transactions in currencies other than pounds sterling, the amount of E-money issued to your Tide Card required to meet the Tide Card Transaction will be converted to pounds sterling on the day we receive details of that foreign currency transaction. We will use a rate set by Mastercard, which will be available on each working day and changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate and they may change between the time a Tide Card Transaction is entered into and the time we request funding from your Tide Business Account. You can find out the exchange rate applied to a Tide Card Transaction in your transaction history on the Tide Platform. We will charge an additional foreign transaction fee for certain foreign currency Tide Card Transactions. Please see the [Fee Schedule](#) for more information.

**6.13** The expiry date of the Tide Card is printed on the front of the physical Tide Card and can be viewed in the Tide mobile app for your Online Debit Card. The Tide Cardholder will not be able to use their Tide Card once it expires. We may send the Tide Cardholder a replacement Tide Card if requested by the Tide Cardholder (fees may apply, see the Fee Schedule).

**6.14** Although we will transfer any funds we receive for you in connection with your Tide Card to your Tide Business Account should we hold any electronic balance for you at a Tide Card expiry that is not transferred to your Tide Business Account, it will remain yours for a period of six years from the expiry date. We will not return any E-money funds remaining issued against the Tide Card after six years from Tide Card expiry and these Tide Card Terms will terminate.

## **7. Using a Tide Card to add funds to your Tide Business Account**

**7.1** A Tide Cardholder who has the required access rights enabled within the Tide Platform can check the balance of their Tide Business Account at an ATM or on the Tide Platform.

**7.2** Subject to the Bank Account Terms (including any maximum cash deposit limits) and fees and processing times as detailed in the Tide Business Account Terms, Tide Cardholders can add funds to their Tide Business Account using cash by visiting any of the Cash Load Partners premises and using their Tide Card. Please see the Tide Cash Load Terms available under: <https://web.uploads.tide.co/2022/05/23115203/pps-cash-load-terms-for-tide.pdf> for further details. By accepting these Tide Card Terms, you are deemed to have accepted the Tide Cash Load Terms.

## **8. Checking Tide Card Transactions**

**8.1** You can check your Tide Card Transaction history via the Tide Platform.

**8.2** Your monthly Tide Card statements detailing your Tide Card Transactions will be made available in .pdf format on the Tide Platform for you to view and download. Tide will notify you when they become available.

## **9. Liability for Tide Card Transactions, cancelling, closing your Tide Cards and Tide E-Money Account and redeeming E-Money**

**9.1** You may cancel your Tide Card(s) and terminate your relationship with us at any time (including before activating the Tide Cards), by messaging Customer Services through the Tide Platform. Any funds we hold or receive for you in connection with a cancelled Tide Card will be transferred to your Tide Business Account. Where you have used a Tide Card to consent to a Merchant payee initiating a Tide Card Transaction before you request the cancellation of that Tide Card, we may not be able to stop the Tide Card Transaction and are entitled to complete it.

**9.2** Once the Tide Card(s) have been cancelled and any funds due to you transferred to your Tide Business Account your relationship with us and these Tide Card Terms will terminate. However, if clause 9.3 applies to your Tide Card then your relationship with us will remain active and your Tide Card Terms will continue to apply to you until there is no money outstanding to us.

**9.3** If we find any additional transactions, fees or charges have been incurred on your Tide Card following the processing of the cancellation request, we will call for equivalent funds from your Tide Business Account. If we are unable to obtain reimbursement from your Tide Business Account, Tide will attempt to recover such amounts taking such steps as set out in the Tide Membership Terms and the Tide Business Account Terms. Tide reserves the right to take all steps necessary, including legal action, to recover any monies outstanding.

**9.4** If you fail to fund any Tide Card Transaction due to insufficient funds in your Tide Business Account for the purchase of E-Money to settle such Tide Card Transaction, Tide will attempt to recover such amounts taking such steps as set out in the Tide Membership Terms and the Tide Business Account Terms. Tide reserves the right to take all steps necessary, including legal action, to recover any monies outstanding.

## **10. Your responsibility and authorisations**

**10.1** You are responsible for the use of the Tide Cards issued under your Tide Membership and for your relationship with us. You must ensure that all Tide Cardholders understand and comply with these Tide Card Terms.

**10.2** We may restrict or refuse to authorise any use of the Tide Cards issued to your nominated Tide Cardholders including transactions in any legal jurisdiction if:

**10.2.1** using the Tide Card is causing or could cause a breach of these Tide Card Terms;

**10.2.2** if we have reasonable grounds for suspecting that either you, a Tide Cardholder or a third party has committed or is about to commit a crime or other abuse in connection with a Tide Card; or

**10.2.3** if we can no longer process your transactions due to the actions of third parties including if obligations are imposed on us by third parties which mean that we are no longer willing or able to process payment transactions. This includes Mastercard requiring Tide to provide additional security collateral to process your Tide Card Transactions.

**10.3** If we restrict or refuse to authorise your use of Tide Cards, your attempted transactions using your Tide Card(s) will be refused by the Merchant.

**10.4** If we restrict or refuse (or intend to restrict and refuse) any use of the Tide Cards in accordance with clause 10.2.3, then, unless we are prevented from contacting you by reason of law or regulation, we will get in touch with you as soon as possible using our usual means of communication to let you know why we are refusing or intending to refuse to make the payment and how you can rectify any factual errors (if this is what led to the refusal). If there is more than one payment in a day that we refuse or intend to refuse, we may only get in touch with you once per day to let you know why we are refusing to make the payment. If we intend to refuse payments during a period of more than one day, we may only contact you once in advance to let you know that we intend to refuse payments during that period.

**10.5** Where appropriate, any refusal to authorise a Tide Card Transaction will be relayed to the Tide Cardholder via the Merchant concerned.

**10.6** It is your responsibility to ensure Tide Cardholders:

**10.6.1** sign their Tide Card as soon as they receive it;

**10.6.2** keep the Tide Card and/or security features of the Tide Card or Tide Platform safe;

**10.6.3** notify us that the Tide Card is lost or stolen.

**10.7** You must ensure the Tide Cardholder and/or all of the Tide Platform users do not:

**10.7.1** allow another person to use their Tide Card, PIN or Passcode or security information related to the Tide Platform.

**10.7.2** write down Passcode(s), PIN or any security information related to Tide Card or Tide Platform unless this is done in a way that would make it impossible for anyone else to recognise any of that information, or

**10.7.3** disclose their PIN, Passcode or password or any other security information related to Tide Card or Tide Platform, or otherwise make them available to any other person, whether verbally or by entering them in a way that allows them to be observed by others; or

**10.7.4** enter the PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner.

**10.8** You should never allow a third party other than the Tide Cardholder to use or access your Tide Card.

**10.9** You will be responsible for all Tide Card Transactions which either you or any Tide Cardholder authorise.

**10.10** You will be liable for all Tide Card Transactions that take place as a result of you or Tide Cardholder acting fraudulently or failing to comply with these Tide Card Terms with intent or gross negligence. You consent to us debiting funds from your Tide Business Account to meet any such Tide Card Transactions and any fees and charges relating to such transactions and deducting them from the resulting E-money.

**10.11** You agree to indemnify and hold harmless, us and our distributors, partners, agents, sponsors, and service providers and their group companies from and against the costs of any legal action taken to enforce these Tide Card Terms and/or any breach of these Tide Card Terms or fraudulent use of your Tide Card, PIN or Passcode by or authorised by either you or any Tide Cardholders.

## **11. Lost, stolen or damaged cards**

**11.1** In the event of loss, theft, fraud or any other risk of an unauthorised use of the Tide Card, or if the Tide Card is damaged or malfunctions, you must ensure that the Tide Cardholder blocks their Tide Card via the Tide Platform immediately or contact the Member Support Team so that we can block the Tide Card and PIN.

**11.2** In the event that the Tide Cardholder either blocks their Tide Card or they notify us in accordance with these Tide Card Terms that their Tide Card has been lost or stolen you will be liable for a maximum of £35 of any loss that takes place prior to us being notified (subject to clause 11.4).

**11.3** Provided that the Tide Cardholder has followed one of the steps in accordance with clause 11.1 and that clause 11.4 does not apply, then you will not be liable for losses relating to Tide Card Transactions authorised after the date on which the Tide Cardholder blocked its Tide Card or informed the Member Support Team. The Tide Cardholder can request a replacement Tide Card via the Tide Platform, subject to any applicable requirements under the Tide Membership Terms and the Fee Schedule.

**11.4** In the event that we have reason to believe that either you or the Tide Cardholder have acted fraudulently or have acted with gross negligence or intentionally in failing to notify us of the lost or stolen Tide Card or the Tide Cardholder have failed to keep their Tide Card or security information related to the Tide Platform safe or you or the Tide Cardholder have breached these Tide Card Terms then you shall be liable for all losses.

## **12. Fees**

**12.1** Your use of the Tide Card is subject to the [Fee Schedule](#) included further below in this document.

**12.2** Tide will deduct any taxes or charges due from any Transaction arising on your Tide Card. If there are no funds, or taxes or charges exceed the balance of funds available, Tide will attempt to recover such amounts taking such steps as set out in the Tide Membership Terms and the Tide Business Account Terms. Tide reserves the right to take all steps necessary, including legal action, to recover any monies outstanding.

## **13. Unauthorised and incorrectly executed Tide Card Transactions**

**13.1** If you have a reason to believe that a Tide Card Transaction was unauthorised by either you or a Tide Cardholder or was made incorrectly, or if a payment is taken by a Merchant without you knowing how much the payment is going to be and the payment is for more than you were expecting, you must ensure that you, a Tide Platform user or a Tide Cardholder informs us immediately via the Tide Platform or using any of the other contact details set out in the Tide Membership Terms, but in any event within 13 months of the date of the relevant transaction. For further details on how such matters will be resolved please refer to clause 10 ("If Something Goes Wrong") of the Tide Business Account Terms.

**13.2** Following any refund that may be applicable pursuant to clause 13.1, we will have no further liability to you relating to such matter. Please note that we are not obliged to refund amounts under clause 13.1, and you will be liable for all unauthorised Tide Card Transactions, if we have reason to believe that either you or the Tide Cardholder have acted fraudulently or deliberately or with gross negligence failed to keep the Tide Card, Tide Card security information or Tide Platform credentials safe in accordance with these Tide Card Terms, or where you have failed to notify us without undue delay on becoming aware that the Tide Card, security information related to the Tide Card or Tide Platform credentials has been lost or stolen. In such circumstances we may also notify the police or any other authority permitted by law.

**13.3** If funds have been paid to us for your account or transferred to your Tide Business Account by mistake it may be necessary to reclaim such funds. Please see clause 10 of the Tide Business Account Terms for details.

**13.4** As with your physical Tide Card, you have to keep your Online Debit Card and its details safe at all times. If you think someone else has got access to your Online Debit Card details or you notice payments made from your Online Debit Card that you didn't make, delete the Your Online Debit Card and tell us as soon as possible. Clause 10 of the Tide Business Account Terms sets out when you're entitled to a refund if something goes wrong.

## **14. Termination**

**14.1.** If you or Tide terminate these Tide Card Terms, this shall additionally constitute a notice of termination of the Tide Membership Terms, The Business Account Terms and the Bank Account Terms and such termination shall be effective on the same date as the termination of these Tide Card Terms. If you or Tide terminate the Tide Membership Terms and/or the Business Account Terms, this shall additionally constitute a notice of termination of these Tide Card Terms and such termination shall be effective on the same date as the termination of the Tide Membership Terms and/or the Business Account Terms. A cancellation of any one or more Expense Cards shall not, on its own, lead to the termination of these Tide Card Terms.

## **15. Mastercard Business Savings**

**15.1** All Tide Cardholders are automatically enrolled in the Mastercard Business Savings Programme. You hereby accept the Mastercard Business Savings Programme Terms and Conditions which you should at: <https://www.priceless.com/shopping/product/166756/business-savings-terms-and-conditions>, and you agree to receive marketing about the Mastercard Business Savings Programme from MasterCard. Tide Cardholders' enrolment in the MasterCard Business Savings Programme entitles Tide Cardholders solely to the rebate offers as MasterCard may in its discretion make automatically available to cardholders as part of the MasterCard Business Savings Programme from time to time. MasterCard may add and/or remove participating merchants, and may add, remove and/or modify rebate offers and related terms and conditions in its sole discretion and without notice. You can find additional information about the rebate offers as well as any applicable eligibility criteria on the Mastercard Business Savings website. You must share this information with business representatives and Tide Cardholders.

**15.2** We are not responsible for the management of the Mastercard Business Savings Programme; (ii) any rebate offers and your eligibility to obtain them; (iii) the crediting of any rebate offers; (iv) any reversals or adjustments to any rebate offers you have obtained; (v) the provision of any information for the rebate offers and the Mastercard Business Savings Programme in general; (vi) any acts or omissions of Mastercard; (vii) any acts or omissions of participating merchants in the programme.

**15.3** You may ask us in writing to stop your Tide Card(s) from participating in the Mastercard Business Savings Programme. You'll need to specify which Tide Card(s) you want opted out, including if this applies to additional or replacement Tide Card(s). If you do, we will terminate your participation in the programme within a reasonable period of time after receiving your opt-out request. In the meantime, you may continue receiving rebate offers.

**15.4** We may terminate your participation in the Mastercard Business Savings Programme at any time by giving you 30 days' prior notice. If we need to comply with a legal or regulatory requirement, we may terminate your participation immediately without notice. Any reversals or adjustments to rebate offers (Rewards) you have obtained may continue after termination.

## **16. Miscellaneous**

**16.1** The Financial Services Compensation Scheme is not applicable to your use of the Tide Card or services provided under these Tide Card Terms. No other compensation schemes exist to cover losses claimed in connection with your Tide Card. We will however safeguard your funds against any loss that can be reasonably anticipated.

# Appendix 3 - Tide Instant Saver Terms

## (applicable to all Tide Members)

27 November 2025

You should have received and read the Summary Box which tells you important information about your Tide Instant Saver Account offered by ClearBank in collaboration with Tide. These Tide Instant Saver Terms provide more detail about both of our rights and responsibilities with regards to your access and use of the Tide Instant Saver Account. They apply in all cases where you open or use a Tide Instant Saver Account - either through a Tide Business Account or through a Non-Tide Account. These terms should be read together with the Tide Membership Terms as well as the ClearBank terms applicable to your account (accessible here: <https://www.tide.co/terms>).

If there is any inconsistency between these Tide Instant Saver Terms and any other document we provide you with, these Tide Instant Saver Terms will apply.

Unless the context otherwise requires, capitalised terms used but not defined in this Appendix are defined elsewhere in the Tide Membership and Product Terms document.

### 1. How does it work?

- 1.1. We have arranged for your Tide Instant Saver Account to be provided to you by ClearBank, being a bank authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 754568). You are required to accept the ClearBank terms which will apply to ClearBank's provision of the Tide Instant Saver Account to you. Tide administers the Tide Instant Saver Account as an outsourced service provider of ClearBank as part of your Tide Membership.
- 1.2. You can find key information, such as the applicable interest rate, in the Summary Box.

### 2. How is the interest applicable to my Tide Instant Saver Account calculated?

- 2.1. The interest rate you receive as per the Summary Box is equal to the published Bank of England Base Rate (gross) minus a certain percentage as indicated in your Summary Box (the '**Percentage**' (also referred to as the "Tide Margin" in some of our Summary Boxes)), plus any promotional or boost rates offered from time to time ('**Promotional Rate**'). The addition of a Promotional Rate may mean that the total interest rate you receive is above the Bank of England Base Rate (gross).
- 2.2. ClearBank places funds held in the Tide Instant Saver Account with the Bank of England and expects to generate interest from the Bank of England on those funds. The amount of interest payable by the Bank of England is variable and, subject to the amount of interest paid by the Bank of England being sufficient, you will receive interest on funds held in the Tide Instant Saver Account based on the calculation in clause 2.1 of this Appendix 3.
- 2.3. Interest is calculated daily, based on the balance available on your Tide Instant Saver Account at the end of the day, and paid monthly into your Tide Instant Saver Account on the first day of the month following the month in which the interest is earned. All interest is paid gross.
- 2.4. Where an interest payment period incorporates the leap year day of 29th February, the daily interest rate will be calculated to reflect that extra day. This means that the interest rate accrued on a daily basis may be different.
- 2.5. Interest is earned up to and including the day prior to withdrawal of funds or closure of the Tide Instant Saver Account.
- 2.6. Interest rates are variable and may be altered in accordance with these Tide Instant Saver Terms.

2.7. Market conditions may result in negative interest being applied to your Tide Instant Saver Account. If this happens, instead of earning interest on the funds in your account, interest will be deducted from your account. This will be shown in your statement as 'negative interest'. You authorise Tide to deduct the required amounts from your Tide Instant Saver Account or any other account you may have with Tide.

### 3. **Can the interest rate on my account change?**

3.1. If the interest rate applicable to your Tide Instant Saver Account is a variable rate, this means Tide can change the interest at any time. Please see the Summary Box for further details.

3.2. In addition, if your interest rate is also linked to the Bank of England base rate, your interest rate will also change in line with the increase or decrease in the Bank of England Base Rate. The applicable Bank of England base rate can be found here: <https://www.bankofengland.co.uk>.

3.3. The Bank of England base rate can change at any time. If it does, this change will take effect from the day the Bank of England announces the change. We do not have to give you prior notice of this change coming into effect but we will notify you within 30 days of it taking effect.

3.4. Our Paid Plans grant you preferential interest rates applicable to your Tide Instant Saver Account. Changing your Tide Membership Plan would have an effect on the interest rate applicable to your Tide Instant Saver Account. Please see clauses 2.1.6 and 2.1.7 of the [Paid Plan Terms](#) for details. You will be presented with a new version on this Summary Box prior to switching your Tide Membership Plan.

### 4. **Amendments to the Percentage or Promotional Rate**

4.1. We can also change the interest rate that applies to your Tide Instant Saver Account by changing the Percentage and/or Promotional Rate at any time. If we change the Tide Percentage and/or Promotional Rate and this reduces the rate applicable to your Tide Instant Saver Account, we will notify you in advance. The minimum notice period for interest rate decreases is set out in the Summary Box. We will assume that you have accepted the change, unless you tell us otherwise before the expiry of the minimum notice period.

4.2. If you tell us that you do not accept a change, your notification will be deemed to be a notice that you wish to close your Tide Instant Saver Account. We will close your Tide Instant Saver Account on the date upon which the change is due to take effect (or any other date that you request in advance of the changes taking effect).

4.3. If we change the Percentage and/or Promotional Rate and the interest rate applicable to your Tide Instant Saver Account increases, we don't have to give you prior notice but we will notify you about the change within 30 days of it taking effect.

4.4. Please refer to the Summary Box for illustrative examples of how changes to Percentage and/or Promotional Rate will impact the interest rate on your Tide Instant Saver Account.

### 5. **How can I transfer money to and out of my Tide Instant Saver Account?**

5.1. When you open your Tide Instant Saver Account, you must designate a UK pound sterling current account held solely in the name of your business as your "**Nominated Account**".

- If you choose to open a Tide Business Account, your Nominated Account will be your Tide Business Account.
- If you choose to connect a Non-Tide Account to the Tide Platform through Open Banking to open your Tide Membership Account, this account will serve as your Nominated Account.

- If you do not hold a Tide Business Account and you did not connect a Non-Tide Account through Open Banking, you may manually provide the details of a Non-Tide Account to serve as your Nominated Account.
- 5.2.** You may only have one Nominated Account. You can change the Nominated Account you have set up by contacting our Member Support team via the in-app chat or by email to [hello@tide.co](mailto:hello@tide.co).
- 5.3.** You can only transfer money to your Tide Instant Saver Account from your Nominated Account. You can only transfer your money from your Tide Instant Saver Account to your Nominated Account.
- 6. Can I make payments to third parties from my Tide Instant Saver Account?**
- 6.1.** No, you can only move money between your Nominated Account and your Tide Instant Saver Account. If you would like to use the money in your Tide Instant Saver Account to pay third parties (e.g. HMRC, your contractors or employees), you must first transfer the money to your Nominated Account and make the payment from your Nominated Account. You can transfer money from your Tide Instant Saver Account to your Nominated Account at any time.
- 6.2.** If you use your Tide Business Account to make outgoing payments, including any direct debits or standing orders, you need to always make sure you have sufficient available balance in it - the money in your Tide Instant Saver Account is not part of the available balance in your Tide Business Account.
- 7. Closing your Tide Instant Saver Account**
- 7.1.** You can close your Tide Instant Saver Account at any time by contacting our Member Support Team via the in-app chat or by email to [hello@tide.co](mailto:hello@tide.co). On termination of your Tide Instant Saver Account any interest accrued up to the termination effective date will be transferred to your Nominated Account. Before your Tide Instant Saver Account can be closed, you need to transfer any balance remaining in your Tide Instant Saver Account to your Nominated Account.
- 7.2.** If you have set up a Non-Tide Account as your Nominated Account and you close your Nominated Account prior or at the same time as your Tide Instant Saver you need to provide us the details of another UK pound sterling current account in your name and the remaining Tide Instant Saver Account balance will be transferred into it. Our Member Support Team will contact you to confirm where that refund should be made to.
- 8. Can I open additional savings accounts?**
- 8.1.** From time to time, we may allow you to open additional savings accounts. We will notify you in accordance with the Business Account Terms if you become eligible for any additional savings accounts. Such additional savings accounts may be subject to separate terms and conditions which will be provided to you before you open any new accounts.
- 9. Tax**
- 9.1.** The interest we pay into your Tide Instant Saver Account is gross interest - this means no deductions for tax or otherwise are made by us. You may have to pay tax on any interest earned on your Tide Instant Saver Account. Tide does not provide tax advice and cannot collect or deduct tax on your behalf. If you are not sure about your tax position, please seek professional tax advice or consult HM Revenue and Customs.
- 10. Do any account limits apply?**
- 10.1.** Payments from and into your Tide Instant Saver Account might be subject to limits and restrictions we set from time to time. Please see clause 19 of the Tide Membership Terms for details on limits applicable to your account.
- 10.2.** We may reject transactions instructed on or initiated against your Tide Instant Saver Account where the payment transaction in question would result in an Account Limit being exceeded. If you need further information about the limits applicable to your account or in case you require a review and increase of your limits, you may contact our Member Support Team at any time.

**11. Your statements**

- 11.1.** Once a month, we will provide you via the Tide Platform with statements in .pdf format setting out information in respect of your Tide Instant Saver Account, including details of interest payments. You will be notified by us when your statement is available on the Tide Platform to view and download

**12. If something goes wrong**

- 12.1.** If a transfer out of your Tide Instant Saver Account was made incorrectly because it wasn't sent to your Nominated Account in accordance with your instructions, the transfer amount and any charges linked to that payment will be refunded. If a transfer you requested us to make to your Nominated Account is late due to our error or a transfer you received to your Tide Instant Saver Account is late due to our error, your Tide Instant Saver Account will be put back to the position that it would have been in if the error hadn't been made. Please refer to clause 10 ("If something goes wrong") of the Tide Business Account Terms for further details what happens if something goes wrong as it applies accordingly to your Tide Instant Saver.

## Appendix 4 - Tide Payment Acceptance Terms

(applicable to all Tide Members)

24 June 2026

These Tide Payment Acceptance Terms apply to all Tide Members. They provide additional terms applicable to your access and use of the Tide Payment Acceptance Products provided in collaboration with Adyen. They should be read together with the Tide Membership Terms. Any matters not specifically governed by these terms will be dealt with in accordance with the provisions of the Tide Membership Terms.

The Tide “Sell and Scale” toolkit (referred to herein as “**Sell and Scale**”) includes tools and boosts to which you can subscribe to get access to reduced transactional fee rates, enhanced features and other benefits when using our Tide Payment Acceptance Products.

If there is any inconsistency between these terms and any other document we provide you with, these Tide Payment Acceptance Terms will apply.

Unless the context otherwise requires, capitalised terms used but not defined in this Appendix are defined elsewhere in the Tide Membership and Product Terms document.

Through the Tide Platform you can choose between various options on how your customers can pay you with Tide Payment Acceptance Products. Tide relies on Adyen to facilitate the collection and processing of card and Digital Wallet payments from your customers when they use the Tide Payment Acceptance Products to pay for your goods or services. You can find the Adyen Terms governing your relationship with Adyen [here](#). Note that by accepting these Tide Membership and Product Terms, you are also deemed to have accepted the Adyen Terms.

Tide Payment Acceptance Products include:

- Tide Payment Links
- Tide Instant Checkout (Tide Storefront)
- Tide Point-of-Sale
- Tap-to-Pay
- Own Website/Own Website Plus as per [Appendix 11](#) of these terms

The Sell and Scale toolkit includes the following tools and boosts:

- Sell In-Person (buy device) tool
- Sell In-Person (rent device) tool
- Sell In-Person (rent another device) boost
- Sell More Online (tool)
- Get Invoices Paid (tool)
- Next Business Day Settlement (boost)

Tide Payment Acceptance Products are provided by Tide to Tide Members who meet our eligibility criteria for the respective product. In order to make use of Sell and Scale you must first successfully activate the respective Tide Payment Acceptance Product.

## 1. Key Definitions

We have set out below some key defined terms we use throughout these Tide Payment Acceptance Terms:

**“Business Day”** means any day from Monday to Friday but not including bank holidays or other public holidays in England.

**“Cardholder”** means any person who is issued a Visa or MasterCard card and is the authorised card user.

**“Card Schemes”** means payment networks linked to payment cards, such as debit or credit cards. Visa, MasterCard and American Express (AMEX) are three of the largest global brands, known as card schemes, or card brands.

**“Card Scheme Rules”** refers to a set of requirements and guidelines established by the Card Schemes.

**“Pay by Bank”** refers to a payment method that allows your customers to make online payments directly from their bank account. Instead of using a credit or debit card, the customer authorises a direct transfer from their bank account to the merchant's account.

**“Payment Acceptance Fees”** refers to the transaction fees we charge for enabling you to accept payments from your customer(s). Those fees incorporate costs to us such as interchange, scheme fees and payment processing fees. The fees are automatically deducted from your Payout amount.

**“Payout”** refers to the mechanism of moving funds from your Merchant Account(s) to your Tide Business Account. See clause 4 for further details.

**“Payout Schedule”** means the period of time between when your customer pays you by a card or a Digital Wallet using a Tide Payment Acceptance Product and when the funds are credited to your Tide Business Account. We expect to make a Payout within 3 Business Days of the date your customer makes a payment. However, Tide relies on Adyen to process such payments and the Payout Schedule may be longer depending on Adyen’s processing times.

**“Processing Day”** refers to a 24-hour period used to aggregate the number of transactions that will be incorporated into the settlement amount of your Payout.

**“Refund”** means an instruction initiated by you to return funds to your customer for transactions made using the Tide Payment Acceptance Products.

**“Tap to Pay”** means a software-based point of sale which allows the acceptance and processing of contactless card or Digital Wallet payments using eligible iOS or Android mobile devices via an integration with Apple’s or Google’s Tap to Pay platform. For more information on eligible devices, please refer to the Tide FAQs.

## 2. How do Tide Payment Acceptance Products work?

The Tide Payment Acceptance Products allow you to accept payments from your customers. Tide Payment Acceptance Products are provided by Tide in collaboration with Adyen. Adyen is licensed as a Credit Institution by De Nederlandsche Bank and is authorised to operate in the UK through its branch pursuant to a Part 4A permission under the Financial Services and Markets Act (FSMA). Adyen facilitates the collection and processing of card and Digital Wallet payments from your customers when they use the Tide Payment Acceptance Products to pay for your goods or services. Adyen uses the Merchant Account(s) to receive and record card and Digital Wallet payments made by your customers before the funds are processed by Adyen and credited to your Settlement Account in accordance with the Tide Payment Acceptance Terms. Your Settlement Account is defined in clause 6 of these terms and it is either your Tide Business Account or your Non-Tide Account. The funds in your Merchant Account are not held or protected by Tide and will not be

covered by the Financial Services Compensation Scheme (FSCS) until they are credited into your respective Settlement Account. The Tide Payment Acceptance Terms which will apply to the provision of the Tide Payment Acceptance Services by Tide are included further below in this document.

You can only use the Tide Payment Acceptance Products in the course of your business activities. This means that you cannot use the Tide Payment Acceptance Products to accept payments on behalf of anyone else and you cannot use any of the Tide Payment Acceptance Products in a personal capacity, outside of your business activities.

To activate one of the Tide Payment Acceptance Products, you simply need to select the respective activation option in the Tide mobile app and follow the required steps. Please note that activating one of the Tide Payment Acceptance Products does not automatically activate all of them and you might not be eligible for all of them. Nevertheless, Tide may automatically enable one or more of the Payment Acceptance Products for you in the future, if we, in our sole discretion, determine you are eligible for it and this product benefits your business.

By activating one of the Tide Payment Acceptance Products you instruct and authorise us to perform all checks and verifications reasonably required for us to fulfil all our anti-money laundering, counter terrorist financing and other regulatory obligations. Once we have verified all your information and completed the required checks, we will assess whether you are eligible to get access to and use the selected Tide Payment Acceptance Products). You agree that we have the right, in our sole discretion, to determine whether or not you are eligible for access to and use of the respective Tide Payment Acceptance Product(s). We will only be bound by these Payment Acceptance Terms once we have verified your eligibility to use the selected Payment Acceptance Product(s).

Note that deactivating one or more of the Tide Payment Acceptance Products will not result in a termination of these Tide Payment Acceptance Terms, which continue to apply until they are terminated.

We may perform additional credit checks, sanction controls and other verifications from time to time to determine whether you continue to be eligible for access to and use of the Tide Payment Acceptance Product(s). You authorise us to, from time to time, retrieve information about you from, and provide information about you to, third parties, including credit reporting agencies or bureaus and other information providers, and you authorise and instruct such third parties to compile and provide such information to us.

Please also note that Tide or Adyen may at any time suspend the processing of your transactions using Tide Payment Acceptance Products and we will inform you if this happens. You can contact us at [hello@tide.co](mailto:hello@tide.co) or through the in-app chat if you have any questions about your cancelled or suspended transactions. Please check our FAQs for further information.

### **3. What are Tide Payment Acceptance Products?**

The Tide Payment Acceptance Products enable you to accept Visa, MasterCard, Discover, Diners and AMEX card payments from your customers, as well as payments initiated by your customers via Apple Pay and Google Pay. Please note that even when your customer is using Apple Pay or Google Pay, you can only accept Visa, Mastercard, Discover, Diners and AMEX card payments.

#### **3.1 Tide Payment Links**

A Tide Payment Link is a simple URL or a Quick Response code generated by you via the Tide Platform to request payments from your customers. When clicked or scanned, they direct your customers to a secure payment page where they can complete the transaction using one of the payment methods supported by Tide.

Once you have created a Tide Payment Link you can share it with your customers by sending it via email or any messenger service e.g. WhatsApp or text.

Once this feature is made available, your customers will also get the additional option to pay a Tide Payment Link through the Pay by Bank method. When your customers select the Pay by Bank option when making the payment, Tide will provide the necessary functionality for your customers to be redirected to the third party provider who they hold a payment account with and initiate a payment transaction directly into your Tide Business Account using Open Banking. This payment method pre-populates a bank transfer for your customer. It is up to your customer to accept and process this bank transfer from their banking application. Please note that Tide is not liable for any changes that your customer might make to the pre-populated bank transfer and Tide shall not be responsible for the payment in case your customer mistakenly transfers the money to a different account to the one that was originally pre-populated.

Please contact us at [hello@tide.co](mailto:hello@tide.co) or through the in-app chat in case you want to deactivate the Tide Payment Links functionality. When you deactivate Tide Payment Links, this will disable any Tide Payment Links you have sent to your customers, so that they will not be able to use those Tide Payment Links to make payment to you anymore.

### 3.2 Tide Instant Checkout

With Tide Instant Checkout, you can generate and share unique URLs for your business' products or services that will take your customer straight to the checkout (a "**Instant Checkout Link**"). The Tide Instant Checkout feature allows your customers to complete their purchases quickly and securely using one of the payment methods supported by Tide. The Instant Checkout Links can be placed on Web pages, on business social media profiles, or shared directly with your customers via email or any messenger service e.g. WhatsApp or text.

Tide Instant Checkout allows you to provide optional information to customise your Instant Checkout Link, by adding the price, an image and a description of your product or service (all together "**Customised Information**".) Any Customised Information you provide may be reviewed by us. We reserve the right deactivate your Instant Checkout Link at any time and at our sole discretion in case the Customised Information:

- Contains an image or description doesn't match the product or service you're selling;
- Refers to a product or service that doesn't match your company's nature of your business, or is not in line with [Adyen's Restricted and Prohibited Products and Services list](#);
- Is discriminatory, hateful, objectifying or prejudiced;
- Is criminal, violent or antisocial;
- Is sexually explicit;
- Contains trademarks, logos or other intellectual property not owned by you;
- Makes direct or indirect references to a person other than you;
- Breaches the Business Account Terms or any other terms and conditions you have agreed to with us; or
- Otherwise could reasonably be considered inappropriate.

Tide is not responsible and cannot be held liable for any claims, issue or loss in relation to any Customised Information you provide or the products and services you sell using Tide Instant Checkout. If we incur any third party claims, losses, damages, costs, expenses, demands, or fines in connection with any Customised Information you provide or the products and services you sell using Tide Instant Checkout, you must reimburse us immediately upon first demand.

### 3.3 Tide Point-of-Sale

A Tide Point-of-Sale (or “**Tide POS**”) allows you to accept one of the card payments or Digital Wallets supported by Tide from your customers using a specialised hardware (referred to as “**Tide Card Reader**”).

It is easy to use Tide POS. You can order a Tide Card Reader in your Tide app or through the Tide website. You have the option to either purchase Tide Card Readers or rent them under the Sell In-Person (rent device) tool. The price of the Tide Card Reader will be (a) as quoted on our website at the time you submit your order, or (b) as set out in a special offer sent to you by us. Delivery charges are included in the price unless otherwise stated in connection with your purchase. In the cases where delivery charges are not included in the price, such charges will be paid by you in addition to the price. After you place an order you will receive an email from us confirming your order. Please note that you can't cancel an order once it's been placed.

For purchased Tide Card Readers, payment for the Products and all applicable delivery charges is made in advance. We will not charge you for the Products you have ordered until we confirm your order.

Ownership of the Tide Card Reader will pass to you once we have received payment in full, including all applicable delivery charges. Along with these Tide Payment Acceptance Terms, you should read our [Cancellations, Return & Refund Policy](#) which applies to any cancellations, returns and refund of a Tide Card Reader purchased from us and forms an integral part of these Tide Payment Acceptance Terms.

Please see section 5 of these Tide Payment Acceptance terms for more detail on rental of a device under the Sell In-Person (rent device) tool.

We will inform you of the estimated delivery date and you will be able to track your delivery in the Tide app.

Tide POS will only be activated after the Tide Card Reader is received at the designated address. Once you have received the Tide Card Reader, you can initiate a POS transaction by following the instructions provided with your new Tide Card Reader. You can then accept Visa, MasterCard, Discover, Diners and AMEX cards, as well as Apple Pay and Google Pay payments from your customers on the Tide Card Reader either by dipping (for EMV Chip cards), by tapping (for NFC cards) or by swiping (for magnetic stripe cards). Your customer may need to enter his/her PIN to authenticate and complete the transaction.

All transactions processed via a Tide Card Reader require an active internet connection. We do not accept or assume any responsibility or liability for the operation or security of the required internet connection. The Tide Card Reader can connect to the internet either by WiFi or 4G Cellular SIM. Tide will supply the SIM card together with the Tide Card Reader and will remotely activate the SIM card upon delivery. The Tide Card Readers can only be used with a SIM card provided by Tide.

When you use Tide POS you have the option to nominate individual persons to have special, limited access to the Tide Platform which will grant them the right to initiate a payment transaction and accept card payments via one of your Tide Card Readers (a “**Cashier User**”). You acknowledge and agree that you will only nominate individuals above 18 years as Cashier Users. You must ensure in respect of the Cashier Users you have nominated that: (a) any information we request regarding them when you instruct their access to your Tide Membership Account is accurate; (b) they are provided with a copy of these Tide Payment Acceptance Terms and comply with them as regards their use of your Tide Membership Account and the Tide Card Reader; (c) where there is a change to their details previously provided to us, these changes are notified to us; and (d) if you no longer wish to authorise a Cashier User you notify us to cancel their access immediately. You agree that you are the person who is legally responsible under these Tide Payment Acceptance Terms for your business as well as for the Cashier Users and their acts and omissions shall be treated as if they were your own acts or omissions and you shall be bound by them. In particular you acknowledge that you will be held financially responsible for any transactions initiated by the Cashier Users and any fees and charges arising.

Please contact us at [hello@tide.co](mailto:hello@tide.co) or through the in-app chat in case you want to deactivate Tide POS. Upon deactivation of Tide POS all SIM cards will be automatically deactivated. Once you opt for deactivating Tide POS you will not be able to accept any more card payments through the Tide Card Reader.

### 3.4 Tap to Pay

We allow eligible Tide Members to accept supported contactless card or Digital Wallet payments from their customers using eligible mobile iOS or Android devices via an integration with Apple's or Google's Tap to Pay platform. Member's eligibility for Tap to Pay will be determined by Apple or Google accordingly as set out in their terms that you agree to in order to use Tap to Pay.

Neither Apple nor Google process any payment transactions and they will not receive, hold or transfer your funds or have any control over payments, returns and refunds. When you use Tap to Pay to accept payments, the funds will be recorded and processed by Adyen into your Merchant Account and will be credited to your Settlement Account in accordance with the Payout Schedule and these Tide Payment Acceptance Terms.

You can accept the following types of card payment methods via Tap to Pay:

- Contactless Visa, Mastercard, Discover, Diners and AMEX card payments (your customer can pay by tapping their card on your device as long as contactless payment functionality is enabled for that card); and
- Visa, Mastercard, Discover, Diners and AMEX payments through Apple Pay and Google Pay (your customer can pay using a card registered to their iOS or Android).

You may accept payment in GBP, EUR and USD, but the Payout will always be converted into GBP before it is credited into your Settlement Account.

After each payment is made, whether it's successful or it failed, you will be able to generate and send a receipt to your customer.

Please contact us at [hello@tide.co](mailto:hello@tide.co) or through the in-app chat in case you want to deactivate Tap to Pay on your mobile device. Upon deactivation of Tap to Pay you will not be able to accept any more card payments through your mobile device.

### 4. What is the Sell and Scale toolkit?

Each of the tools under the Sell and Scale toolkit provides lower fees compared to standard rates for transactions processed through Tide Payment Acceptance Products, subject to a monthly subscription fee. The Sell In-Person (buy device) tool offers reduced transaction fees on some payment types accepted with Tide Card Reader which you have purchased from Tide or you intend to purchase to use the tool. The Sell In-Person (rent device) tool offers reduced transaction fees on some payment types accepted with Tide Card Reader which you rent from Tide (see clause 5 for more details on how this works). The Sell More Online tool offers reduced transaction fees for some payment types accepted via Tide Payment Links and Tide Instant Check out. The Get Invoices Paid tool offers discounts on payment types accepted through Payment Links or Pay By Bank which are used in invoices raised with Tide Invoicing only. It also gives access to our tool Invoice Assistant for no additional charge.

Please see the Fee Schedule for further details on each tool's subscription fee and the discounted rates associated with it. All payment types which are not explicitly discounted under the respective tool in section 3 of the Fee Schedule will be charged the standard fees as per section 2 of the Fee Schedule.

In some circumstances Tide may offer you bespoke transaction fees for a tool or boost in the Sell and Scale toolkit ('**Customised Pricing**'). The Customised Pricing transaction fees are different to the Sell and Scale

transaction fees set out in the Fee Schedule and will be confirmed in your Customised Pricing offer. Customised Pricing is subject to 'Commitments' from you that are explicitly set out in the Customised Pricing offer. If you breach a Commitment, then your Customised Pricing will default to the relevant transaction fees for that specific tool or boost as set out in the Fee Schedule.

The Sell and Scale toolkit also offers two boosts: the Next (Business) Day Settlement boost and the Sell In-Person (rent another device) boost. The Next (Business) Day Settlement boost offers quicker settlement as compared to the standard 3-day settlement (please refer to clause 6 for further details on standard Payouts and the Next Business Day Settlement boost). Sell In-Person (rent another device) boost does not offer any further benefits or discounts apart from the rental of the additional device itself.

All the Sell and Scale tools and boosts can be activated on their own or in combination, except for the Sell In-Person (rent another device) boost, which can only be activated if you have the Sell In-Person (rent device) tool. Please also note that, once you activate any of the Sell In-Person tool, the discounted transaction fees will start to apply also to any devices you have purchased before electing the tool. You will be charged on a monthly basis for the subscription fee of the respective tool(s) and/or boost that you have subscribed to. If you cancel your subscription to any of the tools or boosts in accordance with the Tide Membership and Product Terms, cancellation will take effect on the first day of the calendar month immediately following your cancellation. This means that as of the 1st day of that month you will be charged the standard fees for accepting payments through the Tide Payment Acceptance Products as per section 2 of our Fee Schedule and you will lose any other benefits under the respective tool or boost.

If you cancel a subscription that has a minimum term (e.g. 12 months) before the end of the minimum term, you must pay the remaining subscription charges that would have been payable for the unused portion of the minimum term.

## 5. Sell In-Person (rent device) tool

This section applies when you elect the Sell In-Person (rent device) tool and you rent Tide Card Readers from us. By ordering a Tide Card Reader on the Sell In-Person (rent device) tool and additional Tide Card Readers on the Sell In-Person (rent another device) boost, you accept these rental terms.

### *5.1 Who owns the Tide Card Reader?*

The Tide Card Reader is owned by Tide Capital II Limited (the "**Owner**"), which is one of our group companies, or in some circumstances it may be owned by Tide directly. Where the Owner owns the Tide Card Readers, the Owner leases the Tide Card Readers to Tide, so that we can provide them to you. You don't own the Tide Card Reader, but you may use it in accordance with these terms. You can't sell, give away, lease or transfer the device to anyone else.

### *5.2 Are there any special terms for the length of the Sell In-Person (rent device) tool?*

The Sell In-Person (rent device) tool begins on the date you activate the tool and shall continue for a minimum fixed term of 12 months ("**Minimum Rental Term**"). After the Minimum Rental Term, the tool shall continue on a rolling monthly basis until cancelled.

### *5.3 Can the Sell In-Person (rent device) tool be cancelled by Tide?*

We can cancel the Sell In-Person (rent device) tool at any time in the following circumstances:

- you fail to pay us any amounts due under these Payment Acceptance Terms;

- you breach your obligations under these Payment Acceptance Terms;
- we terminate your Tide Membership Terms; or
- our lease for the Tide Card Reader with the Owner ends.

#### *5.4 What happens when the Sell In-Person (rent device) tool is cancelled?*

Your right to use the Tide Card Reader ends automatically and you must return all Tide Card Readers rented under that tool and any boosts to us within 5 working days. If you are still within your Minimum Rental Term, you must pay all subscription fees due for the Minimum Rental Term and a £50 administration fee.

If you fail to return your Tide Card Reader:

- you will continue to be charged the monthly Sell In-Person (rent device) tool and any applicable boost fees until the Tide Card Reader is returned;
- you will be charged a 6% transaction fee plus £0.20 for every payment made on any of your Tide Card Readers, instead of the Fees set out in the Fee Schedule; and
- we shall be entitled to recover the Tide Card Reader from your premises or possession and charge you the costs for doing so.

You agree that you don't have any right to keep the Tide Card Reader if the tool is cancelled and that you will not try to keep it for any reason (for example, claiming that you are owed money from us or have a lien over it). If we need to recover the Tide Card Reader, you'll cooperate and give us any information or access we need.

#### *5.5 You are responsible for the Tide Card Reader*

You are responsible for the Tide Card Reader while it is in your possession and you must take care of it. Please see the section of these Tide Payment Acceptance Terms entitled '**Your obligation with respect to the Tide Card Reader or Tap to Pay**' for more details.

If the Tide Card Reader is returned in a poor condition, then you must reimburse us for the cost of replacement or restoration of the Tide Card Reader.

#### *5.6 Tide will replace faulty Tide Card Readers*

Please see the section of these Tide Payment Acceptance Terms entitled '**Tide Card Reader Warranty**' for more information.

#### *5.7 Can you rent more than one Tide Card Reader?*

You can rent more Tide Card Readers by taking out a Sell In-Person (rent another device) boost. The fees for these boosts are in the Fee Schedule. Each Tide Card Reader will have its own Minimum Rental Term. Cancellation of the first Sell In-Person (rent device) tool, either by us or by you, will cancel all boosts and any purchased devices that are not part of a tool, but benefit from discounted transaction fees under the Sell In-Person (rent device) tool.

#### *5.8 Debt collection*

Tide will take action to recover any unpaid sums due to Tide, which may include reporting the non-payment to any relevant commercial credit bureaus, mandating a debt collection agency or solicitors, to pursuing the claim in court. Tide reserves the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.

To ensure the continued performance of these Payment Acceptance Terms, we may exchange information about you with credit reporting agencies ("CRAs") on an ongoing basis, including information about your settled accounts and any debts not fully repaid on time. CRAs will share your information with other organisations. The identities of the CRAs, and the ways in which they use and share personal information, are explained in more detail at:

Call Credit: [www.transunion.co.uk/crain](http://www.transunion.co.uk/crain)

Equifax: [www.equifax.co.uk/crain](http://www.equifax.co.uk/crain)

Experian: [www.experian.co.uk/crain](http://www.experian.co.uk/crain)

Tide may also share your personal, financial or company information with third-parties for the purpose of collecting debts not fully repaid by you on time. To do this, Tide would rely on our legitimate interests to collect money that is owed to us and would not need your prior consent.

## 6. What are Payouts?

When using the Payment Acceptance Products, you need a UK pound sterling current account held solely in the name of your business to be used for settlement of payments by your customers (the "**Settlement Account**"). If you hold a Tide Business Account, your Settlement Account will be your Tide Business Account. If you do not hold a Tide Business Account, your Non-Tide Account which you used to open your Tide Membership Account will serve as your Settlement Account. You may only have one Settlement Account. You can exchange the Non-Tide Account you have set up as your Settlement Account by contacting our Member Support team via the in-app chat or by email to [hello@tide.co](mailto:hello@tide.co)

Funds received from card or Digital Wallet payments by your customers will be settled to your Settlement Account from your Merchant Account(s) in accordance with the Payout Schedule. The Payout amount will be made up of the total value of all transactions processed in one Processing Day minus any Payment Acceptance Fees, refunds, chargebacks and chargeback fees which will be deducted before the Payout is credited to your Settlement Account.

If you activate the Next (Business) Day Settlement Boost, the Payout should be made to your Settlement Account within the next Business Day following the date your customer makes a payment. "Business Day" means any day from Monday to Friday but not including bank holidays or other public holidays in England. The new expedited settlement shall only apply to payments accepted after the activation of the "Next (Business) Day Settlement" boost.

Where we determine it necessary to manage risk associated with your use of the Tide Payment Acceptance Products, we may apply a reserve limit to your Merchant Account ("**Reserve Limit**"). Where we do so, funds received through the Payment Acceptance Products will be retained in full in your Merchant Account until the Reserve Limit is reached. Once reached, subsequent incoming payments will be settled to your Settlement Account in accordance with the Payout Schedule. Retained funds will be released to your Settlement Account on expiry of the reserve period. Where retained funds are applied to cover chargebacks or refunds, in accordance with clauses 10 and 12, subsequent incoming payments will automatically replenish the Reserve Limit.

## 7. Will you notify me when I am due to receive a Payout?

We will notify you when a Tide Payment Link is used to pay and the payment has been accepted for processing. Similarly, when you initiate a POS Transaction with your Tide Card Reader or via Tap to Pay, the transaction status (success or failure status) will be displayed on the Tide app. We will also notify you when a Payout from your Merchant Account(s) has been initiated and expected to reach your Settlement Account.

We can provide you with access to more detailed account statements on request. In the statements, we will aggregate information on all fees incurred as well as the rates of interchange fees applicable to the transaction, if any.

## 8. What are Tide's PCI DSS Obligations

Tide is a "payment facilitator" and registered as such with both Visa and MasterCard and therefore must adhere to the following Payment Card Industry Data Security Standard (PCI-DSS) obligations:

- We will maintain an annual compliance programme to attest against the PCI DSS requirements applicable to its card data payment processes;
- We will ensure card details are protected in line with applicable PCI DSS requirements.

## 9. What are your obligations when using the Tide Payment Acceptance Products?

### 9.1 Restricted and Prohibited businesses

You can only use the Tide Payment Acceptance Products to accept customer payments in the course of your own business activities for goods or services sold by you. By accepting these Tide Payment Acceptance Terms you are also confirming that you have taken notice of the [Adyen Restricted and Prohibited Products and Services list](#) and that you will not use Tide Payment Acceptance Products for transactions relating to [Prohibited and Restricted businesses](#).

### 9.2 Your obligations to your customers

You are solely responsible for your relationship with your customers. This means that you (and not Tide) are responsible for the nature and quality of the products or services you provide, their delivery, support, refunds, returns, disputes, and chargebacks, and for any other aspect of your relationship with your customers. You undertake to us to meet your responsibilities to your customers under any applicable laws.

We are not responsible in any way for your relationship with your customers or otherwise for the products or services you advertise or sell. In particular, we will not provide your customers with any support regarding your products, services or transactions made using the Tide Payment Acceptance Products.

However, it is very important to us that your customers understand the purpose, amount, and conditions of the payments they make using Tide Payment Acceptance Products. With that in mind, when using Tide Payment Acceptance Products you must:

- accurately communicate to your customers the nature of the transaction before your customers submit a payment using Tide Payment Acceptance Products;
- provide customers a meaningful way to contact you in the event that the product or service is not provided as described;
- not use the Tide Payment Acceptance Products to sell products or services in a manner that is unfair or deceptive, exposes customers to unreasonable risks, or does not disclose material terms of a purchase in advance;
- never require any customer to waive its right to dispute a transaction;

- not use the Tide Payment Acceptance products to sell illegal goods or services;
- inform customers that Tide and its affiliates and partners process transactions (including payment transactions) for you;
- not to refund your customers in cash for transactions made using the Tide Payment Acceptance Products;
- follow any applicable legal consumer protection obligations you have when you transact with customers;

have a reasonable return, refund or cancellation policy, and explain to customers how they can use the processes.

### 9.3 Your obligation with respect to the Tide Card Reader or Tap to Pay

If you have opted for Tide POS, you can either use the specialised Tide Card Reader or Tap to Pay to accept Visa, Mastercard, Discover, Diners and AMEX card payments (including via different contactless payment methods, like Apple Pay and Google Pay) from your customers.

Tide is fully committed to contribute towards safe and secure digital payments to its members and their customers. With that in mind, you must adhere to following:

- the Tide Card Reader or Tap to Pay can only be used in accordance with these Tide Payment Acceptance Terms;
- you must never intend, attempt or engage any third party who intends or attempts to tamper the Tide Card Reader or remove any component(s) from the Tide Card Reader;
- you must keep the Tide Card Reader or your Tap to Pay enabled device within your own premises and must accept payments for goods sold by you and/or services provided by you;
- you must always keep the Tide Card Reader or your Tap to Pay enabled device in safe custody securely when you are not using it for accepting card payments;
- you must always keep and operate the Tide Card Reader in a suitable environment and in a proper manner and use it only for the purposes for which it is designed;
- you must always comply with all relevant usage manuals provided with the Tide Card Reader;
- Tide can, subject to reasonable notice and during reasonable working hours at the relevant location, inspect the Tide Card Reader through its own employees or through duly authorised representatives;
- you must inform Tide immediately if you have any reason to be suspicious or believe that the Tide Card Reader has been malfunctioning or compromised in any way;
- you must NEVER accept payments on behalf of another entity (individual or registered entity) through Tap to Pay or through the Tide Card Reader provided to you;
- you must only use Tap to Pay to accept payments in the United Kingdom;
- you must comply with PCI DSS security requirements imposed by the Card Schemes in handling and using the Tide Card Reader or Tap to Pay and follow the Scheme Rules in operating the Tide Card Reader or Tap to Pay to submit POS transactions;

- you must never accept card payments from suspicious individuals or where you have any suspicion or reason to believe that the card has been compromised;
- you must always attempt to dip an EMV card if the customer presents an EMV Chip Card;
- you must never ask a customer to share his/her Card PIN and must let your customers enter their own card PIN on the Tide Card Reader or on your Tap to Pay enabled device;
- you must never process one purchase of goods and/or services as several payment transactions;
- you must never attach, attempt to attach or let any third party attach or attempt to attach any additional hardware on the Tide Card Reader;
- you must never install, attempt to install or let any third party install or attempt to install any additional software on the Tide Card Reader;
- only Tide or Tide duly authorised representatives are authorised to perform any maintenance activities on the Tide Card Reader. You must never engage any third party to perform any maintenance activity on the Tide Card Reader;
- you must never use the SIM, for any other purpose or any other device other than the Tide Card Reader the SIM card was provided with;
- you shall comply with any guidelines and restrictions applied by us or any third party to your use of the SIM card;
- you shall immediately contact us in the event your SIM card is lost, stolen or damaged;
- you must never connect or attempt to connect the Tide Card Reader or your Tap to Pay enabled device to compromised WiFi connections or use any other SIM than the one provided by Tide for connecting the Tide Card Reader to cellular data connection;
- you must connect the Tide Card Reader to your own WiFi connection or to cellular network through the SIM provided by Tide;
- you must never use the Tide Card Reader with any charging cable or equipment other than the one provided by Tide;
- you undertake to ensure that all your employees and other eligible representatives who handle payment transactions on your behalf are informed of the content of and the special requirements contained in these Tide Payment Acceptance Terms in advance;
- you agree that you are solely responsible for verifying the identity of your customers and the eligibility of each presented card used to purchase your products and services;
- you acknowledge and agree that due to security and recycling requirements all end-of-life Tide Card Readers need to be returned for proper disposal. Please contact us at [hello@tide.co](mailto:hello@tide.co) or through the in-app chat and we will arrange, free of charge for you, the proper disposal of your Tide Car Reader in accordance with the applicable rules and regulations.

In respect of Tide Card Readers used as part of a Sell In-Person (rent device) tool or a Sell In-Person (rent another device) boost, you must also:

- Keep the Tide Card Reader in good repair and condition;

- Be responsible for any loss or damage to the Tide Card Reader (other than fair wear and tear) and notify us immediately if it is stolen;
- Not alter, sell, lend or transfer a Tide Card Reader to a third party, nor allow any charge or lien or similar right to be created over it.

#### 9.4 Your other obligations to us

When Adyen settles funds to your Settlement Account from your Merchant Account(s) in accordance with your Payout Schedule, you must promptly review the Payout details. You must object without undue delay, at the latest within twenty-five (25) Business Days after the date of the respective Payout.

Failure to object in time shall be deemed an approval. We reserve the right to reissue corrected statements or correct any Payouts after the expiration of this deadline. Except as required by law, you shall be solely responsible for keeping records of all payments and other data related to your Settlement Account and your use of the Tide Payment Acceptance Products.

You must comply with all applicable international and domestic laws, rules, and regulations. These may include requirements set out by governments, regulators, payment systems or other third parties. In particular (but without limitation), you must comply with all relevant money laundering, bribery, data protection and consumer rights legislation. Please note that Adyen reserves the right not to authorise or process any payment transaction that you submit through the Tide Payment Acceptance Products that Adyen or we believe may be in violation of these Tide Payment Acceptance Terms or any applicable laws, rules or regulations or that may expose you or us to harm, including but not limited to fraud or other criminal acts. You are obliged to follow instructions that Tide provides to you with respect to your use of Tide Payment Acceptance Products, whether such instructions are provided via the Tide Platform, email, or otherwise.

#### 10. What are chargebacks?

A chargeback is a process that allows for card transactions to be disputed and reversed. This will typically happen if your customer believes their card transaction made using one of the Tide Payment Acceptance Products was made in error or was not authorised. A chargeback may also arise when Tide, a Card Scheme, Apple Pay, Google Pay or Adyen believe the transaction was not authorised, was unlawful, suspicious, or in violation of these Tide Payment Acceptance Terms.

When Adyen receives a chargeback request relating to your account, we will contact you by email and the chargeback amount will be deducted from your Merchant Account(s) immediately. If you would like to defend the chargeback, please reply to the email within 15 calendar days.

You agree to assist us when requested, at your expense, to investigate any of your transactions processed through the Tide Payment Acceptance Products and acknowledge that your failure to assist us in a timely manner, including providing necessary documentation no later than 15 calendar days from our request, may result in an irreversible chargeback.

If a chargeback dispute has not been resolved by either the card issuing bank or the Card Scheme in your favour or if you choose not to contest a chargeback, the original transaction amount will be credited back to the relevant Cardholder.

Tide reserves the right to charge you a Chargeback Processing Fee (as set out in the Fee Schedule) for any chargebacks we process as well as any network dispute fees determined by the Card Schemes on a case-by-case basis, regardless of whether you later successfully dispute such chargebacks. You authorise us and/or Adyen to deduct from your Merchant Account(s) (including from any funds retained under a Reserve Limit, if applicable) or your Tide Business Account the amounts necessary to process a chargeback, including the chargeback and network dispute fee.

If we determine that you are incurring an excessive number of chargebacks, we are entitled to delay Payouts to your Settlement Account or terminate or suspend your access to Tide Payment Acceptance Products and close your Tide Membership Account.

Under all circumstances, irrespective of whether a card is swiped/dipped/tapped on a Tide Card Reader or Tap to Pay, you are responsible for all chargebacks being received by the issuer bank and the loss arising from such transactions and Tide is not responsible for any losses or claims arising due to these chargebacks.

#### **11. Can a negative balance arise on your Merchant Account(s)?**

Yes. If a negative balance arises on your Merchant Account(s) for any reason (e.g. when we charge you the Payment Acceptance Fees due or when we process a chargeback request and refund request), you must immediately, but not later than 3 Business Days, pay us the amount required to correct your negative balance into your Tide Business Account or ensure sufficient balance in your Non-Tide Account so the required amount could be debited from it. You authorise us to debit at any time any amounts owed due to such negative balance, including any costs and expenses incurred in connection with the collection of these amounts, from your Tide Business Account (including any Additional Business Accounts).

*Direct Debit Instruction relevant to Non-Tide Accounts:* You authorise Adyen to deduct funds from your Non-Tide Account to cover negative balances (and fees including chargeback fees) on your Merchant Account. You confirm you are authorised to set up this Direct Debit Instruction on your Non-Tide Account. You will be informed of the date of each payment before it is taken in accordance with this Direct Debit Instruction. If an error is made in the payment of your Direct Debit by Adyen or your bank or building society, you are entitled to a full and immediate refund from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when Adyen asks you to. Tide and/or Adyen may take this instruction as a standing and recurring direct debit instruction to recover negative balances.

Your failure to fully pay amounts that you owe on demand will be a serious breach of these Tide Payment Acceptance Terms and may result in their termination. You will bear all costs associated with collection of such amounts, including without limitation, attorneys' fees and expenses, collection agency fees, and any applicable interest.

#### **12. How are refunds processed?**

For any transactions your customers make using Tide Payment Acceptance Products, you shall process returns and provide refunds in accordance with these Tide Payment Acceptance Terms and the Card Scheme Rules. In particular, please note:

- If you need to process a refund, you will need to contact us on [hello@tide.co](mailto:hello@tide.co) or through the Tide mobile app.
- The amount of the refund must include any and all taxes required to be refunded and cannot exceed the amount of the original transaction.
- In case of an exchange, partial return or erroneous transaction or transaction amount you shall always refund the total amount of the original transaction first and then initiate a new transaction for any new goods and/or services sold or amounts actually chargeable.
- We will always first attempt to deduct refunds from your Merchant Account(s) (including from any funds retained under a Reserve Limit, if applicable). If you have insufficient funds available in your Merchant Account(s) to process a refund, the necessary amount will be deducted from your Settlement Account. If there are insufficient funds in your Settlement Account, then your refund request will be cancelled.

- The full original transaction amount will be collected from your Merchant Account(s) and/or your Settlement Account and then credited back to the Cardholder. We will not refund you the Payment Acceptance Fees we charged on the original transaction.
- If we determine that you are processing an excessive amount of refunds, we may suspend your access to the Tide Payment Acceptance Products and close your Tide Membership Account.
- We may cancel your refund request at any time if they do not comply with these Tide Payment Acceptance Terms or the Business Account Terms (<https://www.tide.co/terms/>).
- Tide will not be liable to your customers for any refunds we fail to process on your behalf due to availability of sufficient funds.
- Ensure you offer and disclose to your customers at the time of purchase a fair return, refund or cancellation policy.

Do not give cash refunds on transactions processed using Tide Payment Acceptance Products, unless required by law, and do not accept cash or any other item of value for making a payment refund.

### 13. What Payment Acceptance Fees does Tide charge?

Your use of the Tide Payment Acceptance Products and Sell and Scale are subject to the [Fee Schedule](#) included further below in this document.

We will apply our Payment Acceptance Fees to the full transaction amount (including any tip). You acknowledge that you are responsible for allocating the full gross value of the tip to your workers and that our fees do not reduce the tip amount payable to your workers.

From time to time, we may offer time-limited promotional Fee discounts, so please make sure to read any notices we give you regarding such promotional terms. We may withdraw or change promotional offers at any time.

### 14. Special termination provisions related to Tide Payment Acceptance

You may not be able to terminate the Tide Payment Acceptance Products if:

- there is an ongoing investigation in your compliance with these Tide Payment Acceptance Terms (whether or not your access to Tide Payment Acceptance Products has been suspended by us);
- you have a pending transaction or an open dispute or claim;
- there is a negative balance on your Merchant Account(s);
- your access to Tide Payment Acceptance Product(s) is suspended by us;
- you are in the first 12 months of your Sell In-Person (rent device) tool or Sell In-Person (rent another device) boost, unless you pay all subscription fees due for the Minimum Rental Term and a £50 administration fee.

Please note that chargeback requests may be raised for a considerable time after the original transaction. As such, you agree that, after these Tide Payment Acceptance Terms have been terminated, we are entitled to recover from you chargebacks and associated fees or costs related to transactions executed during the term of these Payment Acceptance Terms. You also agree we may deduct such amounts from your Tide Business Account.

### 15. Tide Card Reader Warranty

Please check our [Cancellations, Return & Refund Policy](#) for information relating to the warranty we provide if you have purchased your Tide Card Reader.

In respect of Tide Card Readers used as part of a Sell In-Person (rent device) tool, our obligation to replace the device if covered by our warranty (see paragraph '2.2 Defective or Damaged Items') will extend beyond the 12-month warranty period and shall apply for as long as you have the Sell In-Person (rent device) tool.

#### **16. Indemnities**

Further to clause 24.5 of the Tide Membership Terms, you are responsible, and promise to pay us immediately if we suffer any loss or incur any cost (including legal fees or debt collection fees) as a result of any acts and omissions of anyone who uses you have authorised to access or use Tide Payment Acceptance Products as well as for your failure to comply with these Tide Payment Acceptance Terms, the [Adyen Terms](#), [Adyen Restricted and Prohibited Products and Services list](#), applicable law or regulation or your legal or contractual obligations to your customers.

#### **17. Important**

Further details on monthly renewal of your subscription to any of the tools and boost under Sell and Scale, how cancellation and billing works is governed by clause 8 and clause 22 of the Tide Membership Terms. We will usually provide at least one (1) months' notice of any changes (including subscription fees) with respect to the Sell and Scale toolkit, typically via the Tide Platform or, in some cases, by email. Advance notice may not be given if: (i) the change benefits you (e.g., new features improve our service); (ii) the change is required by law, regulation, or guidance, and prior notice is not feasible; (iii) the change is minor and does not impact service quality, functionality, or your rights. If you do not object before the change takes effect, we will assume you accept it. If you do not accept the change, your notice will be treated as a request to cancel your subscription.

## Appendix 5 - Paid Plans Terms (applicable to all Tide Members)

29 April 2026

These Paid Plans Terms apply to all Tide Members. They provide additional terms governing the use of our Paid Plans (as defined below). They should be read together with the Tide Membership Terms as well as the Business Account Terms. Any matters not specifically governed by these Paid Plans terms will be dealt with in accordance with the provisions of the Tide Membership Terms or the Business Account Terms.

If there is any inconsistency between these Paid Plans Terms and any other document we provide you with, these Paid Plans Terms will apply. Any capitalised terms used here but not defined shall have the meanings given to them in the Tide Membership Terms.

### 1. Introduction

1.1 The Tide “**Smart**”, Tide “**Pro**” and Tide “**Max**” (previously Tide “Cashback”) membership plans (each referred to as a “**Paid Plan(s)**”) are provided to you by Tide and offer a variety of benefits tailored to support your business needs. These benefits are accessible through a monthly or annual subscription fee, with the details of each plan outlined in clause 2 below. Members who haven’t upgraded to one of the Paid Plans are automatically assigned our standard free membership plan referred to as the “**Free Plan**” or “**Lite**”.

1.2 The Tide “Smart”, “Pro” and “Max” membership plans are only available to Tide Members who are limited companies or sole traders. Features available under each Paid Plan may vary. The Smart, Pro, and Max plans include different features, and access to some of these may depend on meeting specific eligibility criteria. Importantly, certain features are closely tied to the functionality and structure of the Tide Business Account. As a result, some features are only available to members who hold a Tide Business Account, and may not be accessible if you’ve connected a Non-Tide Account and opened a Tide Instant Saver Account only. The benefits you receive under your chosen Paid Plan will therefore depend on the type of account you have with us.

1.3 The Paid Plans include benefits related to other Tide tools, add-ons and services. The use of these tools, add-ons and services will be governed by their respective dedicated terms. For example, subscribers to Paid Plans will receive a preferential interest rate and interest-earning limits on the Tide Instant Saver Account the use of which remains subject to the [Tide Instant Saver Terms](#). With the Pro and Max plans, you’ll also gain access to selected Tide Accounting add-ons, as outlined in clause 2, with their use governed by the [Tide Accounting Terms](#). Additionally, the Max plan includes access to our Credit Score Insights add-on, which is subject to the [Credit Score Insights Terms](#) and to Tide Payroll, which is subject to the [Tide Payroll Terms](#). Members on Paid Plans also have access to our Business Phone Number packages which are governed by the [Tide Business Phone Number Terms](#). Any products, tools, or add-ons that may be introduced as benefits under the Paid Plans in the future will also be subject to, and governed by, their specific terms set out in the applicable appendix to this document.

### 2. How does it work?

2.1. Each Paid Plan offers a set of benefits designed to help our members as their business grows.

2.1.1. “**Smart**” (available as a monthly or annual subscription) includes the following benefits:

- Member discounts (subject to partner availability).
- 30 free inbound and outbound UK transfers in pounds sterling per month (applicable to Tide Business Accounts only; excludes outbound CHAPS)
- 2 free outbound CHAPS payments per month (applicable to Tide Business Accounts only).
- No fee for any card transactions in a currency other than pounds sterling except for ATM withdrawal fee (applicable to Tide Business Accounts only).

- 1 free Expense card (*applicable to Tide Business Accounts only*).
- 1 Additional Business Account (*applicable to Tide Business Accounts only*).
- 24/7 legal service helpline (*please see clause 2.1.5 below for more information*).
- Additional rewards and/or features will be communicated to you from time to time.
- Granting access to 1 Admin/View-Draft-Send-And-Pay users/any other Paid Plan specific role we may offer from time to time (*see clause 2.1.4*).
- Preferential interest rate for the Tide Instant Saver Account according to the Tide Instant Saver Summary Box specific for Smart available on our Smart website page as well as in the Tide app (*the Tide Instant Saver Account is subject to eligibility*).
- Tide Business Phone Number (*voice calls and text messages package*);
- The features and add-ons available in the “Smart” membership plan are listed at the dedicated [Smart webpage](#).

2.1.2. “Pro” (*available as a monthly or annual subscription*) includes the following benefits:

- Unlimited free inbound and outbound UK transfers in pounds sterling - *subject to [Tide’s fair use policy](#) (applicable to Tide Business Accounts only; excludes outbound CHAPS)*.
- 2 free outbound CHAPS payments per month (*applicable to Tide Business Accounts only*).
- 2 free Expense Cards (*applicable to Tide Business Accounts only*).
- Member discounts (*subject to partner availability*).
- 24/7 legal service helpline (*please see clause 2.1.5 below for more information*).
- No fee for any card transactions in a currency other than pounds sterling except for ATM withdrawal fee (*applicable to Tide Business Accounts only*).
- 2 Additional Business Accounts (*applicable to Tide Business Accounts only*)
- Additional rewards and/or features will be communicated to you from time to time.
- Granting access to up to 2 Admin/View-Draft-Send-And-Pay users/any other Paid Plan specific role we may offer from time to time (*see clause 2.1.4*)
- Access to the Accounting (standard) tool (*Accounting is not available to businesses using the Construction Industry Scheme or the VAT Flat Rate Scheme; some of the features of the tool are applicable to Tide Business Accounts only*);
- Preferential interest rate for the Tide Instant Saver Account according to the Tide Instant Saver Summary Box specific for Pro which is available on our Pro website page as well as in the Tide app (*the Tide Instant Saver Account is subject to eligibility*).
- Tide Business Phone Number (*voice calls and text messages package*);
- The features and add-ons available in the “Pro” membership plan are listed at the dedicated [Pro webpage](#).

2.1.3. “Max” (*available as a monthly or soon as an annual subscription*) includes the following benefits:

- 0.5% cashback on genuine purchases with your Tide card (*applicable to Tide Business Accounts only; please see clause 4 which lays out some purchase types exceptions*).
- Unlimited free inbound and outbound UK transfers in pounds sterling (*applicable to Tide Business Accounts only and subject to [Tide’s Fair Use Policy](#); excludes outbound CHAPS*).
- 5 free outbound CHAPS payments per month (*applicable to Tide Business Accounts only*).
- Member discounts (*subject to partner availability*).
- 24/7 legal service helpline (*please see clause 2.1.5 below for more information*).
- No fee for any card transactions in a currency other than pounds sterling except for ATM withdrawal fee (*applicable to Tide Business Accounts only*).
- 3 free Expense Cards (*applicable to Tide Business Accounts only*).
- 3 Additional Business Accounts (*applicable to Tide Business Accounts only*)
- Granting access to up to 5 Admin/View-Draft-Send-And-Pay users/any other Paid Plan specific role we may offer from time to time (*see clause 2.1.4*)
- Access to our Credit Score Insights add-on (*Credit Score Insights is not available to sole traders and is applicable to Tide Business Accounts only*);

- Access to Tide Payroll (*Max covers the basic cost of £12 + VAT per month, which includes payroll for two individuals and two payroll-related payments. Each additional individual will be charged £2 + VAT per month on top of the Max subscription fee*);
- Access to our Admin Extra tool which includes Accounting and Invoice Assistant (*Accounting is not available to businesses using the Construction Industry Scheme or the VAT Flat Rate Scheme; some of the features of the tool are applicable to Tide Business Accounts only*).
- Preferential interest rate and deposit limit for the Tide Instant Saver Account according to the Tide Instant Saver Summary Box specific for Max which is available on our Max website page as well as in the Tide app (*the Tide Instant Saver Account is subject to eligibility*);
- The option to subscribe to the additional “Tide Instant Saver Boost” add-on which gives you access to additional preferences for your Tide Instant Saver account as per the “Tide Instant Saver Boost” Summary Box.
- Additional rewards and/or features will be communicated to you before from time to time.
- Tide Business Phone Number (voice calls and text messages package);
- The features and add-ons available in the “Max” membership plan are available in the FAQ page (<https://www.tide.co/business-current-account/cashback/>).

2.1.4 The Admin role is available only to directors of limited companies. Read our [FAQs](#) and refer to clause 9 and 10 of our Tide Membership Terms to understand how the different roles work (what are the access levels of Admin, VDSP users or any other Paid Plan specific role we may offer from time to time, how to add them to your Tide Membership Account, how to manage their access).

#### 2.1.5 Legal Service Helpline<sup>1</sup>

We have a financial arrangement with Irwin Mitchell LLP who provide a legal helpline to you. We pay Irwin Mitchell LLP for the services they provide. They are independent from us and will provide you with impartial and confidential advice, limited to general legal support only and as specified to you by them over the telephone. In general, this will be non-written advice and as is reasonably possible to provide on a call. The Legal Service Helpline cannot help you with the initiation of legal proceedings or other similar action and generally does not review documents. Tide makes no representation and accepts no responsibility for the services provided to you by Irwin Mitchell LLP.

**2.1.6 What happens when you cancel your Paid Plan or the Tide Instant Saver Boost, or you downgrade to another Paid Plan?** Cancellation or downgrade will take effect on the first day of the calendar month immediately following your cancellation or downgrade. Please note that if you cancel your Max Plan subscription or downgrade to one of the other Paid Plans, the Tide Instant Saver Boost (if you have subscribed to it) will be cancelled on the same day. The interest rate applicable to your Tide Instant Saver account (including the interest-earning thresholds and limits) will also be aligned to your new Tide Membership Plan on the first day of the calendar month immediately following your cancellation or downgrade. If you cancel or downgrade to another plan all the features and benefits which are no longer covered by your new Paid Plan (including if you cancel and switch to our Free Plan) will be subject to the [standard fees](#) applicable to them or you will lose access to them. For example:

- you will be charged the standard fees for transfers and Expense Cards;
- you will not be able to open any more Additional Business Accounts unless you downgraded to Smart or Pro and you have not yet exhausted their limit for Additional Business Accounts. Those Additional Business Accounts which you already have and which are beyond your new plan’s allowance (0 on the Free Plan, 1 on Smart, 2 on Pro) will be charged a monthly fee;
- the access of Admin and VDSP users will be reduced to view-only (see FAQs for more details);
- you will be charged the standard fee for the Tide Accounting add-ons;
- you will lose access to Credit Score Insights;
- you will be charged the standard fees for card transactions in a currency other than pounds sterling.
- you will lose access to the Legal Service Helpline, our premium support and the respective rewards and features specific for the plan.

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<sup>1</sup> The helpline described in this clause is provided by Irwin Mitchell LLP until 10:00 a.m. on 30 June 2026. Details of a new service will follow.

If you want to avoid any of the standard monthly fees, you need to separately cancel the respective product or service. For example, after you cancel or downgrade your plan, we will start charging you fees for Additional Business Accounts and Expense Cards regardless of whether you use these services. We will also start charging you the monthly fee for Tide Accounting which was included in your Pro or Max plan regardless of whether you have activated or use the add-on.

**2.1.7 Upgrading your plan:** Your Paid Plan can be upgraded (for example from “Smart” to “Pro”) at any time. When you do this, you will immediately pay the difference between the subscription fee of your current Paid Plan and the subscription fee of the new Paid Plan for the remainder of your monthly or annual subscription period (the same applies when you subscribe to the “Tide Instant Saver Boost”). Any additional features will also be added to your account on a pro-rata basis immediately. The interest rate applicable to your Tide Instant Saver account (including the interest-earning thresholds and limits) will be aligned to your new Membership Plan or the Tide Instant Saver Boost on the same day as the upgrade, as the interest rate is calculated daily, based on the balance available on your Tide Instant Saver Account at the end of the day, and paid monthly into your Tide Instant Saver Account. For example, if you upgrade to “Pro” monthly subscription from a “Smart” monthly subscription on 15 February 2022, you will be billed based on the following formula:  $([\text{Fee for “Pro”}] - [\text{Fee for “Smart”}]) \times [\text{Time left in the billing period (from 15 February until 01 March)}] / [\text{Full billing period (01 February until 01 March)}]$ . On or around 4 March, you will then be charged the full “Pro” subscription fee for March and you will get the full “Pro” features.

2.1.8. Please familiarise yourself with the applicable [FAQ page](#) containing important additional details about your Paid Plan, as it forms part of the Paid Plan Terms and Conditions. We may amend the FAQ pages and we may add features from time to time without notice.

### 3. Subscription Fees

The “Smart” plan costs £12.49 per month or £99.99 per year. The “Pro” plan costs £27.49 per month or £219.99 per year. The “Max” plan costs £69.99 per month or soon to be available as an annual subscription of £559.92 per year. The “Tide Instant Saver Boost” costs £99.99 per month.

### 4. Cashback terms (The Max Plan Reward Programme)

When you upgrade to “Max” with your Tide Business Account, you will automatically be enrolled in the Max Reward Programme (the “Programme”).

This Programme will enable you to earn 0.5% cashback on all eligible Tide Card transactions. We might sometimes offer promotional cashback rates. If we do, we will tell you about any additional terms and conditions that apply to such promotional rates at the time of the offer.

Eligible transactions mean genuine card purchases or payments for goods and services made locally and/or abroad (including online transactions).

The following transactions are not considered eligible transactions and thus you will not earn cashback on them:

- repeated purchases (e.g. subscriptions)
- fees (e.g. bank fees such as product fees and loan fees), promotional merchandise, gift cards, cheques, as well as charges and interest or any bill payments
- deposits, balance transfers or other money transfers (e.g. loan, debt or credit card repayments)
- ATM withdrawals
- any top-ups or payment of funds to payment service providers, prepaid cards and any prepaid accounts
- tax payments
- payments to government institutions and services (e.g. property, land, company or vehicle registration and license fees, as well as parking fees or other administrative fees or charges)
- payments for securities and payments to brokers or dealers.

Important to note: The above list is non-exhaustive and may be subject to change from time to time. Merchants or the merchant banks get a specific code based on what they sell or the services they provide. This code is called a Merchant Category Code (MCC). We use the MCC to work out whether you can earn cashback on a transaction. Tide does not control what type of code a merchant gets and

we're not able to change this code. This means that in some cases, a merchant might sell something that seems eligible for cashback, but because of the MCC, the transaction isn't eligible.

We'll calculate your cashback at the end of each calendar month and your cashback will be paid during the next calendar month (for example, for payments made in August 2022, cashback will be paid in September 2022). Card transactions will count towards cashback for the month they are made. For the month in which your Paid Plan subscription is being activated or cancelled, the transaction has to occur in the period of the month during which your subscription is active. If a transaction is made before month-end but the payment is deducted from your account in the next calendar month, it's possible the cashback to be paid out in a couple of instalments. We aim to make the cashback payment within 14 working days after the end of each month.

If we find out that any cashback has been given or calculated incorrectly, we reserve the right to reclaim or deduct payments from your Tide Business account, including with respect to card payments for anything that you later cancel or return for a refund. If your Tide Business account is terminated or disabled for any reason, then any cashback payable will be deemed to be forfeited. We reserve the right to withhold or reclaim any cashback we believe has been obtained fraudulently.

Cashback can only be earned on your Tide Business Account which holds the Max Plan and not on other business accounts you may hold with Tide. Additional card holder card transactions associated with the same account will also be counted towards the Programme.

If you cancel or downgrade your Max subscription before your cashback is paid, we'll pay the total cashback owed to the main Tide Business account you hold. If you no longer hold a Tide Business account, you won't get any cashback.

If we change or terminate the cashback specific terms, such changes won't apply to card transactions that you have already made with your Tide card before the changes or termination came into effect.

## **5. Important**

Further details on monthly renewal of your Paid Plan, how cancellation and billing works and how these terms can be changed or terminated is governed by clause 8 and clause 22 the Tide Membership Terms.

## Appendix 6 - Tide Business Phone Number Terms

(applicable to all Tide Members)

24 November 2025

These Tide Business Phone Number Terms provide additional terms applicable to the use of the business phone number service (the “**Business Phone Number**”) offered by Tide in collaboration with Gigs UK Ltd (“**Gigs**”). They should be read together with the Tide Membership Terms. Any matters not specifically governed by these terms will be dealt with in accordance with the provisions of the Tide Membership Terms. In case of a direct inconsistency between a provision in these terms and a provision in the Tide Membership Terms, these terms shall prevail to the extent of the inconsistency.

By subscribing or activating a Business Phone Number you are also entering into an agreement with Gigs, which can be accessed [here](#) (“**Gigs Terms**”). **Note that by accepting these Tide Membership and Product Terms, you are also deemed to have accepted the Gigs Terms.**

### 1. Key Definitions

Below you will find explanations for all capitalised terms used in this Appendix:

<u>Term:</u>	<u>Definition:</u>
<b>Connectivity Services</b>	The telecommunication services provided by Gigs to members.
<b>Carrier of Record (COR)</b>	Gigs UK Ltd, the officially recognized provider of your Connectivity Services, responsible for managing and delivering the service and for complying with applicable legal and regulatory requirements.
<b>Gigs</b>	Gigs UK Ltd, the provider of the core Connectivity Services and COR.
<b>Third-Party Connectivity Providers</b>	The mobile network operators and technology partners providing the underlying network connectivity that Gigs relies on to deliver the Connectivity Services.

### 2. How it works

2.1 The Tide Business Phone Number is a service provided in collaboration with Gigs. The Business Phone Number service offered by Tide is a digital mobile connectivity solution. Tide provides the platform and interface for you to purchase, manage, and administer subscriptions to these services for your business. Tide also handles your billing and any support queries you may have. Tide also may assist in certain other administrative aspects of Gigs’s provision of services to you. However, the underlying telecommunication service is provided by Gigs.

2.2 Gigs is the Carrier of Record (COR) for all Connectivity Services provided to you. This means Gigs is ultimately the entity responsible for the telecom service itself. The Connectivity Services are provided by Gigs using Third-Party Connectivity Providers.

2.4 The Business Phone Number comes in different packages, for example:

- A package with just voice calls and SMS text messaging, or
- A package with voice calls, SMS, and mobile data.

At the moment, only Members on our Paid Plans can use the Business Phone Number. Some packages are included as benefits of your Paid Plan subscription, while others can be added as optional “boosts” for an extra subscription fee. We may change which packages are available or how they are offered in the future. No matter which plan you have or which package you choose, these terms always apply whenever you use the Business Phone Number.

2.5 For now, we only allow one Business Phone Number for your business. We will let you know if this changes and more numbers become available.

### **3. Fees**

At present, we charge the following subscription fees for your use of Tide Business Phone Number:

- £15.00 per month + VAT for Unlimited Plus (data) boost;
- Standard subscription fees for our Paid Plans.

### **4. Your obligations and other key details**

4.1 You must ensure that the Business Phone Number Services or the Connectivity Services are used in compliance with all applicable laws and regulations, and only as permitted under these Terms and the Gigs Terms.

4.3 You are responsible for and must ensure that you, your employees, and any other person using this service on your behalf do not use it for any unlawful, fraudulent, or abusive purpose. Prohibited activities include, but are not limited to:

- Sending Spam: Transmission of unsolicited bulk messages (SMS, voice, or data).
- Illegal Content: Transmitting any content that is unlawful, defamatory, harassing, or harmful.
- Impersonation, Fraud & Deception: Falsifying your identity, making calls or sending messages that mislead recipients, or engaging in scams (e.g., phishing) or fraud.
- Network Disruption: Any activity that interferes with, degrades, or attempts to damage the security, integrity, or performance of the Tide or Gigs networks (e.g., denial of service attacks, call bombing, or distributing viruses).
- Unauthorized Access: Hacking or gaining unauthorized access to any system or network.

4.4 You have the right to port (transfer) your Business Phone Number to or from our service, consistent with applicable regulatory obligations. This process is further governed by the Gigs Terms.

- The porting process should be in line with all applicable terms, including the Gigs Terms.
- If you are porting out (leaving our service), you are obligated to settle any outstanding fees with us. These fees remain due regardless of whether the porting process is complete. No refund will be issued for any unused portion of your current billing cycle.

- If you are porting a number in or if you cancel your existing phone number with another provider to get a new one through Tide, we will facilitate the transfer or assist with the cancellation process where possible. However, you remain solely responsible for any fees, penalties, or consequences arising from your contract with your previous provider.
- Following the cancellation of your Business Phone Number or your Paid Plan altogether, you will have up to one month to complete the porting of your number.
- The successful completion of the porting process is dependent on the cooperation and action of all parties involved, including you and any third parties.

4.5 The Business Phone Number and the Connectivity Services are provided on an “as-is” or “as available” basis. Tide does not provide any express or implied representations or warranties regarding the Connectivity Services, including any warranties of merchantability, fitness for a particular purpose, or non-infringement.

4.6 You acknowledge that the use of this service requires an eSIM or physical SIM and a compatible mobile device. You are responsible for ensuring your device is compatible and unlocked. You can check the compatibility of your device by visiting our FAQs in the Tide Platform or our [Help Center page](#).

4.7 In the event that you require a full breakdown of your usage for your Business Phone Number please reach out to us via the ‘Member Support’ function.

4.8 The Business Phone Number service, including all included voice minutes and SMS texts, is primarily for use within the United Kingdom (UK). The service does not support international roaming for making outgoing calls or sending outgoing SMS when you are outside the UK. All outgoing use must originate from within the UK. You can still receive incoming calls and SMS from the UK and 38 specified European countries.

## 5. Personal Data

5.1 Tide and Gigs act as independent data controllers when processing your personal data for these services. When you use the Business Phone Number, we will share specific information with Gigs:

- To provision the Business Phone Number and associated Connectivity Services: We will share details of the plan you purchased as well as some identity verification and contact details such as your full name, residential address, email address, etc.
- For support in regards to the Business Phone Number: We may share information related to your customer support requests with Gigs to help resolve your issue.
- For legal reasons: We may share additional data if Gigs is legally required to disclose information to law enforcement or a regulatory body to meet their legal obligations. We will do this only when there’s a sufficient lawful basis to do so under the applicable data protection laws.

5.2 Tide processes all personal data according to the Tide Privacy Policy, while details about the processing activities carried out by Gigs are provided in the [Gigs Privacy Policy](#) and the Gigs Terms.

5.3. Gigs will further share your data with the respective Third-Party Connectivity Providers Gigs works with. Connectivity Providers are independent controllers for any personal information that they collect and process about you related to the Business Phone Number and Connectivity Services, and their processing is subject to their respective privacy policies.

## 6. Complaints

6.1 You can raise any complaints about the Business Phone Number service as per clause 24.8 of the Tide Membership Terms.

6.2 If your complaint relates directly to Gigs' services under the Gigs Terms, for example, issues with network availability, service disruption, or data quality, we will either liaise with or formally pass the complaint to Gigs for resolution. Tide is not liable for any disputes or claims that may occur between you and Gigs regarding the provision of the underlying Connectivity Service.

## **7. Important**

7.1 The Business Phone Number package that is included as a benefit in your Paid Plan subscription is tied to that plan. This means its renewal, and cancellation always follow the rules of your main Paid Plan subscription. If you subscribe to a "boost" offering another package, it is billed and renewed separately. It acts as its own subscription with its own payment terms. This allows you to cancel your boost but retain your Paid Plan. However, the boost upgrade is available only with an active Paid Plan so even though the boost is billed and managed separately, if you cancel your main Paid Plan, this will also automatically cancel your boost package.

7.2 The full details regarding the operation of subscriptions, automatic renewal, billing, and cancellation (e.g. monthly auto renewals, cancellation effective date, billing periods) are contained within Clause 8 of the Tide Membership Terms. This clause governs all our subscription-based services, including Paid Plans and any associated Business Phone Number benefits and boosts.

7.3 Further details on how these terms can be terminated is governed by clause 22 of the Tide Membership Terms.

7.4 We will usually provide at least one (1) months' notice of any changes (including subscription fees) to these terms, typically via the Tide Platform or, in some cases, by email. Advance notice may not be given if: (i) the change benefits you (e.g., new features improve our service); (ii) the change is required by law, regulation, or guidance, and prior notice is not feasible; (iii) the change is minor and does not impact service quality, functionality, or your rights. If you do not object before the change takes effect, we will assume you accept it. If you do not accept the change, your notice will be treated as a request to cancel your subscription.

## **Appendix 7 - Construction Cashback Boost Terms**

**(applicable to Tide Members that have a Tide Business Account)**

**13 November 2025**

These terms apply to all Tide members that have a Tide Business Account. They provide additional terms governing the use of our Construction Cashback Boost. They should be read together with the Tide Membership Terms. Any matters not specifically governed by these terms will be dealt with in accordance with the provisions of the Tide Membership Terms.

If there is any inconsistency between these Construction Cashback Boost Terms and any other terms, these Construction Cashback Boost Terms will apply. Any capitalised terms used here but not defined shall have the meanings given to them in the Tide Membership Terms.

### **1. Introduction**

The Construction Cashback Boost (“Boost”) is a subscription-based benefit that provides eligible members with 1% cashback on qualifying construction-related spend made using their Tide Card. In exchange for a monthly subscription fee, members who subscribe to the Boost will automatically earn cashback on eligible transactions, subject to these terms.

### **2. How does it work?**

#### **2.1. For the purposes of the Boost:**

- **Construction Spend** are transactions made with a Tide Card at merchants primarily engaged in construction, building materials, hardware, home improvement, and related services. This includes, but is not limited to, purchases at hardware stores, building supply merchants, construction contractors, and home improvement retailers.
- **Cashback:** A credit equivalent to 1 % (one percent) of the total value of eligible construction spend, applied to the Member’s Tide Business Account.

**2.2.** Members must actively subscribe to the Boost and pay the monthly subscription fee to earn cashback. Cashback applies only to transactions classified as Construction Spend as defined above and not excluded based on clause 2.3 or 2.4. **The maximum cashback amount available to any eligible member shall not exceed £200 in aggregate in any given calendar month**, irrespective of the number or value of qualifying transactions made during that period.

#### **2.3. Cashback will not be awarded for:**

- Transactions that are returned, refunded, or reversed.
- Cash withdrawals, balance transfers, fees, charges, or interest payments.
- Transactions not classified under the applicable construction-related Merchant Category Codes (“MCCs”).

**2.4** Merchant Category Codes (MCCs) are four-digit codes assigned to merchants by card networks to identify the primary goods or services they provide. We use the MCC to work out whether you can earn cashback on a transaction. For the purpose of this Boost, Tide has selected a fixed, exhaustive list of MCCs that correspond to construction-related spend, covering hardware, building materials, home improvement, construction

contractors, and related merchants. This list captures the vast majority of relevant transactions. However, there may be occasional cases where a merchant's MCC does not match its actual business type, or where a merchant uses a different or incorrect MCC. Tide does not control what type of code a merchant gets and we're not able to change this code. This means that in some cases, a merchant might sell something that seems eligible for cashback, but because of the MCC, the transaction isn't eligible.

**2.5** All cashback amounts are deemed inclusive of any applicable taxes. Members are solely responsible for assessing, reporting, and paying any tax liability that may arise in connection with the the Boost, including taxes on cashback received or subscription fees. Tide will have no responsibility for any such tax obligations or reporting requirements.

**2.6.** The Construction Cashback Boost costs £8.99 + VAT per month.

### **3. Cashback payout.**

We'll calculate your cashback at the end of each calendar month and your cashback will be paid during the next calendar month (for example, for payments made in August 2025, cashback will be paid in September 2025). Card transactions will count towards cashback for the month they are made. For the month in which your Construction Cashback Boost subscription is being activated or cancelled, the transaction has to occur in the period of the month during which your subscription is active. If a transaction is made before month-end but the payment is deducted from your account in the next calendar month, it's possible the cashback to be paid out in a couple of instalments. We aim to make the cashback payment within 14 working days after the end of each month.

If we find out that any cashback has been given or calculated incorrectly, we reserve the right to reclaim or deduct payments from your Tide Business Account, including with respect to card payments for anything that you later cancel or return for a refund. If your Tide Business Account is terminated or suspended for any reason, then any cashback payable will be deemed to be forfeited. We reserve the right to withhold or reclaim any cashback we believe has been obtained fraudulently.

If you cancel or downgrade your Boost subscription before your cashback is paid, we'll pay the total cashback owed to the main Tide Business Account you hold. If you no longer hold a Tide Business account, you won't get any cashback.

If we change or terminate the cashback specific terms, such changes won't apply to card transactions that you have already made with your Tide card before the changes or termination came into effect.

### **4. Important**

Details regarding the monthly renewal of this Boost, including how cancellation and billing works and how these terms can be terminated is governed by clause 8 and clause 22 of the Tide Membership Terms. We will usually provide at least one (1) months' notice of any changes (including subscription fees) to these terms, typically via the Tide Platform or, in some cases, by email. Advance notice may not be given if: (i) the change benefits you (e.g., new features improve our service); (ii) the change is required by law, regulation, or guidance, and prior notice is not feasible; (iii) the change is minor and does not impact service quality, functionality, or your rights. If you do not object before the change takes effect, we will assume you accept it. If you do not accept the change, your notice will be treated as a request to cancel your subscription.

## Appendix 8 - Accounting Terms

(applicable to all Tide Members)

1 July 2025

These Accounting Terms apply if you hold a Tide Business Account or if you connected a Non-Tide Account to access the Tide Platform (clause 3.1.2 of the Tide Membership Terms). They provide additional terms applicable to your use of the Accounting tool. They should be read together with the Tide Membership Terms. Any matters not specifically governed by these Accounting Terms will be dealt with in accordance with the provisions of the Membership Terms.

If there is any inconsistency between these terms and any other document we provide you with, these terms will apply.

Any capitalised terms used here but not defined shall have the meanings given to them in the Membership Terms.

### 1. Introduction

Accounting (also referred to as Tide Accounting) is an accounting and tax solution providing tax estimates and insights for Tide members. Accounting is specifically designed to accommodate the distinct regulatory and reporting requirements of different business structures. Accordingly, within Accounting we provide a number of specific tools customized based on whether the Tide Member is operating as a **sole trader** or a **limited company (i.e. Accounting for sole traders and Accounting for limited companies)**. When using any Accounting tool, you confirm that you have selected the correct business type and understand that access to features will be tailored accordingly. We are not responsible for any inaccuracies or omissions resulting from incorrect business type selection.

In the following paragraphs, we describe the main tools and features that form part of Accounting, including bundled options and specialist tools such as the MTD tool and VAT Manager.

Accounting can be bundled with Tide's invoicing add-on, Invoice Assistant, through Admin Extra which includes Accounting for sole traders or for limited companies as well as Invoice Assistant. For clarity, these terms govern the use of Accounting under Admin Extra.

If you activate Admin Extra, you must also review the [Invoice Assistant Terms](#), as they govern your use of the Invoice Assistant add-on. Your eligibility for Accounting determines whether you can access Admin Extra. If you do not qualify for Accounting, this bundle is unavailable to you. However, you may still subscribe to Invoice Assistant as a stand-alone service.

#### *Features & Eligibility*

Accounting includes self-assessment tax estimates, corporate income tax estimates, VAT return submissions, bookkeeping tools and access to a Making Tax Digital tool ("MTD tool"). It also offers additional features such as:

- Tax Account;
- Accountant access;
- Multi-account connectivity (more than one Tide & Non-Tide Accounts synced with Tide Accounting) and other features.

Your eligibility and business type determine which of these tools and features you can access.

#### **Self-assessment**

To use Accounting for Self-assessment, you must be a Sole Trader (excluding those under the Construction Industry Scheme). You may use our MTD tool if you meet the business structure and income criteria defined by HMRC. By using this tool, you confirm you have verified your eligibility. The Service is provided "as-is" to support your independent compliance obligations. Eligible sole traders may activate the MTD tool as a standalone service to maintain digital records and submit quarterly updates and final declarations directly to HMRC. To remain compliant with HMRC requirements, you must ensure a continuous digital link for all tax data. You must not manually transfer, copy, or paste data between the Accounting tool and HMRC systems or other spreadsheets. Data transfers must occur exclusively through the provided digital interfaces. We may offer a premium auto-filing feature within certain paid tools or plans. Once activated, this feature uses data provided by you or available through your use of Tide products to submit filings automatically. You are solely responsible for the accuracy and completeness of this data. Any errors or omissions must be rectified by you through your final declaration or other HMRC-approved mechanisms.

You can find more details on our MTD for Income Tax webpage.

### **VAT Manager tool**

For VAT Manager you must be a VAT-registered business using the VAT Cash Accounting Scheme, but not the VAT Flat Rate Scheme. Additional eligibility details are in our VAT Manager FAQs. VAT Manager allows you to prepare and submit VAT returns from within Tide Accounting.

## **2. How does Accounting work?**

To activate Accounting, you simply need to select the subscription option on the Tide website or select Tide Accounting in the app, go through the activation journey and accept these Tide Accounting Terms.

Accounting uses Member Data to provide you Tide Accounting and related services, including tax estimates and financial reports. "**Member Data**" means any information and other data entered or uploaded by you while using Tide Accounting as well as any data entered or uploaded by you while using other Tide products such as your Tide Business Account or Tide Invoicing and which is used within the features of Tide Accounting (that would include transaction data and financial information available to Tide). You acknowledge and agree that to provide Tide Accounting to you, we will share your Member Data with Sage Global Services Limited or Sage (UK) LTD (collectively "**Sage**"), so that they can process this data on your behalf to provide the Tide Accounting service to you. Sage provides accounting software solutions and features to Tide that enable Tide to provide members with Tide Accounting. You consent that all data shared by you with Tide (including all Member Data), may be shared with Sage in connection with the provision of Tide Accounting to you. If you no longer want us to use your information, we will stop providing Tide Accounting to you but may still use your data or information (including Member Data) where we have lawful grounds to do so, for example because we need to retain records for regulatory purposes.

To be able to use the VAT Manager or the MTD tool, you need to be set up correctly to use the Government's Gateway services. For information on how to do that, check out the instructions from gov.uk.

Under Accounting, you may open an Additional Business Account to set aside money for taxes due - "Tax Account"). It is important to understand how this account works - please refer to clause 3.2 of the Tide Business Account Terms.

If you choose to grant access to Tide Accounting to your accountant, you would be entitling your accountant to access your information under Tide Accounting as well as to perform bookkeeping tasks. The accountant that you authorise will be fully entitled to perform all actions and rights which you have granted to them through the Tide Platform and all their actions or omissions will be binding to your business. You must review carefully what rights you will be granting before you proceed. Further information about who can be added as your accountant and what actions they can perform can be found in our [Tide Accounting FAQs](#). For clarity, if you authorise another Admin or VDSP team member as part of your Paid Plan, their entitlements will also cover any Tide Accounting subscription you have.

## **3. What are your obligations when using Accounting?**

You shall only use Tide Accounting in compliance with these Tide Accounting Terms. In particular:

- you must only use Tide Accounting for internal purposes in connection with the business you operate and not for the benefit or on behalf of your customers, partners or other third parties;
- you are solely responsible for the accuracy, quality, reliability, integrity and legality of any Member Data and you are the data controller of this data. To the extent that Tide processes personal data of third parties on your behalf, e.g. information about your employees, customers, or other third-parties, Tide will be your data processor and will process Member Data in accordance with your instructions and Tide's Data Processing Agreement (DPA) with you that already governs your overall use of the Tide Membership Account (available at [www.tide.co/terms](http://www.tide.co/terms)). The DPA forms an inseparable part of the Terms of Use and these Tide Accounting Terms and shall be embedded herein by reference;
- as data loss is an unavoidable risk when using any technology, you're responsible for maintaining the necessary number of copies or backups of the Member Data entered into Tide Accounting;
- if we permit multi-user access to Tide Accounting to your employees, accountants or other professional advisors, you are also responsible for (a) any access rights granted to such users and any data or information that they input into Tide Accounting and (b) any breaches of these Tide Accounting Terms by any such users;
- you must notify Tide immediately if you become aware, or reasonably suspect, that the security of your Tide Membership Account or access to Tide Accounting has been compromised;
- you must not use Tide Accounting in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Tide Accounting Terms, or act fraudulently or maliciously;
- you must comply with all applicable international and domestic laws, rules, and regulations. These may include requirements set out by governments, regulators, payment systems or other third parties. In particular, you must comply with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, Bribery Act 2010, the General Data Protection Regulation, the Data Protection Act 2018, the Consumer Rights Act 2015, and the Criminal Finances Act 2017. We do not provide any advice or recommendations relating to any such laws, rules or regulations;
- you are obliged to follow instructions that Tide provides to you with respect to your use of Tide Accounting, whether such instructions are provided via the Tide Platform, email, or otherwise;
- you must not do anything that could damage or materially impair our systems or security, or the systems or security of Sage, or Tide Accounting generally or which could interfere with any other party's use or enjoyment of Tide Accounting. In particular, you will (a) not knowingly introduce any Malicious Code into Tide Accounting, and (b) use established best industry practices to identify, screen, and prevent the introduction of any Malicious Code into, and remove all Malicious Code from, Tide Accounting. If we become aware of any such activities, we may (a) immediately suspend or terminate your use of Tide Accounting with or without notice and/or (b) report the matter to the relevant law enforcement authorities and share your identity and the identity of anyone else involved.

In these Tide Accounting Terms, the reference to "Malicious Code" means any code or other element that does or could in any way disable, damage, allow unauthorised access or in any way interfere with Tide Accounting, any Tide or Sage system, hardware, software, information, or data, including any Trojan horse, trap door, back door, virus, ransomware, worm, time bomb, or cancelbot.

When using Tide VAT Manager or when using Tide Accounting to prepare for self-assessment (including through the MTD tool) or for corporate income tax filing:

- it is your sole responsibility to collect, report, remit and pay the correct applicable value-added or other tax to the proper tax authority;
- due to rapidly changing tax rates and regulations that require interpretation by your qualified tax professionals, you bear full responsibility to determine the correct rate for each invoice and the overall applicability of the output generated by the Tide VAT Manager and to confirm its accuracy.

#### **4. What fees does Tide charge for using Accounting?**

At present, we charge the following subscription fees for your use of Tide Accounting or the Admin offerings:

- £0 per month for MTD Tool for sole traders:
- £13.99 per month + VAT for Accounting for sole traders;
- £19.99 per month + VAT for Accounting for limited companies;
- £17.99 per month + VAT for Admin Extra for sole traders;
- £24.99 per month + VAT for Admin Extra for limited companies.

The MTD tool for sole traders is available at no additional subscription fee when activated as a stand-alone service. If you access the MTD tool as part of your Accounting for sole traders or Admin Extra for sole traders subscription, the MTD will be included in your current subscription fee at no extra cost.

## **5. No Professional Tax or Accounting Opinion or Advice**

You acknowledge and agree that Tide does not provide professional advice, including accounting or tax opinions or advice. Although Tide strives to ensure that data and information contained in the Tide Platform, Tide Accounting, or other materials, documentation, or data are current, Tide is dependent on third parties, such as state and local governmental agencies, to timely update and provide information that affect such data and information. You are responsible for your own tax policies and tax reporting positions, and for conducting your own due diligence. You are encouraged to conduct due diligence and seek the assistance of qualified tax counsel or accounting professionals on matters requiring professional advice.

## **6. Liabilities**

Except for liability for death or personal injury or for fraud or fraudulent misrepresentation or for any liability that cannot be excluded or amended by law, AND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, IN NO EVENT SHALL TIDE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TIDE ACCOUNTING TERMS OR TIDE ACCOUNTING, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY YOU TO TIDE PURSUANT TO THESE TIDE ACCOUNTING TERMS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The essential purpose of this provision is to limit the potential liability of Tide arising out of Tide Accounting and these Tide Accounting Terms whether for breach of contract, negligence, or otherwise. These limitations shall apply regardless of any failure of essential purpose of any limited remedy.

## **7. Important**

Further details on monthly renewal of your subscription to Tide Accounting, how cancellation and billing works and how these terms can be terminated is governed by clause 8 and clause 22 of the Tide Membership Terms. We will usually provide at least one (1) months' notice of any changes (including subscription fees) to these terms, typically via the Tide Platform or, in some cases, by email. Advance notice may not be given if: (i) the change benefits you (e.g., new features improve our service); (ii) the change is required by law, regulation, or guidance, and prior notice is not feasible; (iii) the change is minor and does not impact service quality, functionality, or your rights. If you do not object before the change takes effect, we will assume you accept it. If you do not accept the change, your notice will be treated as a request to cancel your subscription.

## **Appendix 9 - Invoice Assistant Terms**

### **(applicable to all Tide Members)**

**1 July 2025**

These Invoice Assistant Terms provide additional terms applicable to your use of the Invoice Assistant Terms tool. They should be read together with the Tide Membership Terms. Any matters not specifically governed by these Invoice Assistant Terms will be dealt with in accordance with the provisions of the Membership Terms. If there is any inconsistency between these terms and any other document we provide you with, these terms will apply. Any capitalised terms used here but not defined shall have the meanings given to them in the Membership Terms.

#### **1. How does it work?**

1.1 The Invoice Assistant is an add-on designed to offer you enhanced invoicing features. It includes the following:

- Send unlimited number of invoices per month (Unlimited invoicing)
- Automatically chase customers with unpaid invoices (Automatic chasing)
- Automatically match invoices to payments when they're paid (Automatic matching)
- Make copies of previously sent invoices and reuse them in similar cases with the necessary adjustments instead of creating new ones from scratch (Invoice Cloning)
- Choose an invoice design that best suits your brand (Invoice templates)

1.2 Important additional details about Invoice Assistant and the available features (including the usage limits applicable to specific features) will be made available on our Invoicing FAQ page. Please familiarize yourself with the FAQ page, as it forms part of the Invoice Assistant Terms and Conditions. We may amend the FAQ page and available features from time to time without notice.

#### **2. Subscription fees and Billing**

2.1 At present, we charge the following fees:

- £5.99 per month + VAT for Invoice Assistant;
- £17.99 per month + VAT for Admin Extra for sole traders (if you activate Invoice Assistant as part of a bundle with Accounting for sole traders)
- £24.99 per month + VAT for Admin Extra for limited companies (if you activate Invoice Assistant as part of a bundle with Accounting for sole traders)

#### **3. Important**

Further details on monthly renewal of your subscription to Invoice Assistant, how cancellation and billing works and how these terms can be terminated is governed by clause 8 and clause 22 of the Tide Membership Terms. We will usually provide at least one (1) months' notice of any changes (including subscription fees) to these terms, typically via the Tide Platform or, in some cases, by email. Advance notice may not be given if: (i) the change benefits you (e.g., new features improve our service); (ii) the change is required by law, regulation, or guidance, and prior notice is not feasible; (iii) the change is minor and does not impact service quality, functionality, or your rights. If you do not object before the change takes effect, we will assume you accept it. If you do not accept the change, your notice will be treated as a request to cancel your subscription.

## Appendix 10 - Tide Payroll and Dividends Terms

(applicable to all Tide Members)

29 April 2026

These Tide Payroll Terms provide additional terms applicable to your use of the payroll tool. They should be read together with the Tide Membership Terms. Any matters not specifically governed by these Tide Payroll Terms will be dealt with in accordance with the provisions of the Tide Membership Terms and the Schedule. If there is any inconsistency between these terms and any other document we provide you with, these terms will apply. Any capitalised terms used here but not defined shall have the meanings given to them in the Tide Membership Terms.

### 1. Introduction

- 1.1. Tide's payroll software solution (referred to herein as "Tide Payroll") is available to Tide Members who meet our eligibility criteria for this product. If you want to check your eligibility, you can do so by filling in our in-app payroll questionnaire in the Admin tab. Based on your answers we will let you know if you are eligible. You can use Tide Payroll only for the purposes of the company or business you represent.
- 1.2. By using Tide Payroll, you confirm that you have read, understood, and agree to abide by these Terms.

### 2. How does it work?

- 2.1. Tide Payroll is a web based application accessible through the Tide Platform that offers payroll processing and management, pension enrolment and automation of payment details to your company's employees.
- 2.2. You can use Tide Payroll for processing payroll of your company's employees, which includes getting estimates of tax, social security and pension contributions as well as employee benefits and their reporting to the relevant authorities after your confirmation. You can also use Tide Payroll to process email delivered payroll slips to your employees.
- 2.3. Tide Payroll can provide you with an estimate of the payments due towards your employees, HMRC, other state authorities and pension schemes if applicable, however, it is your responsibility to provide accurate and up-to-date employee and payroll information (e.g. details of employees, their remuneration, hours worked, days on leave, etc.) into Tide Payroll. It is also your responsibility to initiate and execute the necessary payments to your employees as well as to HMRC, pension schemes and other entities or authorities.

### 3. Subscription Fees and Billing

- 3.1. Tide Payroll costs **£12 + VAT per month**, covering two individuals and two payroll-related payments. Each additional individual costs **£2 + VAT** and includes one additional payroll-related payment. You can easily add more individuals through the app. Each time you add an individual, your monthly subscription fee will increase by £2 + VAT.
- 3.2. Subscription fees will be billed in the first week of each calendar month for which you want to run payroll, typically on or around the 1<sup>st</sup> – 4<sup>th</sup> day of each month. For example, your fees for Tide Payroll for the payroll activities performed in March will be billed in the first week of March.
- 3.3. Your subscription renews automatically each month unless cancelled. You can cancel anytime via the "Cancel subscription" button, in-app chat, or by emailing hello@tide.co. To avoid being charged for the next month, cancel by the end of the current month. For example, if you want March to be your last payroll month, cancel by March 31 to avoid April charges. March's fee will be charged at the start of April, and your subscription will then be cancelled.

### 4. Privacy

Any data related to your employees that you upload into Tide Payroll which constitutes "personal data" as per applicable data protection laws will be processed by Tide in accordance with our **Data Processing Agreement**. This Data Processing Agreement already governs your overall use of the Tide Membership Account and forms an inseparable part of The Tide Membership Terms and these Tide Payroll Terms. **By accepting these terms and conditions you confirm again you agree to be bound by the provisions of the Data Processing Agreement in its latest version available at [tide.co/terms](https://tide.co/terms).**

## **5. What are your obligations when using Tide Payroll?**

5.1. You shall only use Tide Payroll in compliance with these Tide Payroll Terms. In particular:

5.1.1. you must only use Tide Payroll for internal purposes in connection with the business you operate and not for the benefit or on behalf of your customers, partners or other third parties;

5.1.2. you must ensure you input accurate data and details regarding your employees, their remuneration, benefits and other payroll relevant information.

5.1.3. you must approve the estimates of tax, social security and pension contributions as well as employee benefits before we report them to HMRC or other relevant authorities. We won't be able to report these amounts to the respective authorities without your approval.

5.1.4. you must initiate and execute the necessary payments to your employees as well as HMRC, pension schemes and other entities or authorities.

5.1.5. you're responsible for maintaining the necessary amount of copies or backups of the data entered into Tide Payroll for your internal purposes and for complying with your employment related, tax and social security obligations (this includes copies of payslips);

5.1.6. you must not use Tide Payroll in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Tide Payroll Terms, or act fraudulently or maliciously;

5.1.7. you must not do anything that could damage or materially impair our systems or security, or which could interfere with any other party's use or enjoyment of Tide Payroll. In particular, you will (a) not knowingly introduce any Malicious Code into Tide Payroll, and (b) use established best industry practices to identify, screen, and prevent the introduction of any Malicious Code into, and remove all Malicious Code from, Tide Payroll. If we become aware of any such activities, we may (a) immediately suspend or terminate your use of Tide Payroll with or without notice and/or (b) report the matter to the relevant law enforcement authorities and share your identity and the identity of anyone else involved.

5.1.8. you must comply with any guidelines provided or reasonable instructions issued by us from time to time in respect of your use of Tide Payroll;

5.1.9. you must use Tide Payroll and any content stemming from it at your own risk and be solely responsible for any illegal conduct, infringement of any third-party intellectual property rights and/or any breaches thereof;

5.1.10. you must notify us immediately of any circumstances where any Intellectual Property Rights or any other rights of any third party may have been infringed.

## **6. No Professional Tax or Accounting Opinion or Advice**

You acknowledge and agree that Tide does not provide professional advice, including accounting or tax opinions or advice. Although Tide strives to ensure that data and information contained in the Tide Platform, Tide Payroll, or other materials, documentation, or data are current, Tide is dependent on third parties, such as state and local governmental agencies, to timely update and provide information that affects such data and information. You are responsible for your own tax and employment policies and reporting positions, and for conducting your own due diligence. You are encouraged to conduct due diligence and seek the assistance of qualified tax, accounting or employment counsel or professionals on matters requiring professional advice.

## **7. Agent Appointment and HMRC PAYE Registration**

7.1 By activating Tide Payroll, you appoint Tide to act as your agent for the purpose of registering your business with HMRC for PAYE and for associated payroll reporting. You confirm that you authorise Tide to submit information to HMRC on your behalf as required for these purposes.

7.2 You are solely responsible for the completeness and accuracy of all information you provide for payroll purposes. Tide does not accept liability for any penalties, losses or claims resulting from inaccurate, incomplete or untimely data provided by you.

7.3 All employee personal data processed in connection with Tide Payroll will be handled in accordance with Tide's Data Processing Agreement.

## **8. Employment contract template**

8.1 We have a financial arrangement with Irwin Mitchell LLP who may provide an employment contract template for you as part of your Tide Payroll subscription. We pay Irwin Mitchell LLP for the services they provide. Irwin Mitchell LLP operates independently from us, and we make no representation or endorsement regarding their services. We accept no responsibility or liability for any services provided to you by Irwin Mitchell LLP. The template provided by Irwin Mitchell LLP does not constitute legal advice. You should seek independent advice if necessary.

### **8.2 Template Licence and Use**

#### **8.2.1 Licence Grant.**

You are granted a limited, revocable, non-exclusive, non-transferable licence to use the template solely in accordance with the instructions incorporated within it and only for the purposes expressly stated therein.

#### **8.2.2 Internal Business Purposes Only.**

The template may be used exclusively for your internal business purposes.

#### **8.2.3 Restrictions.**

You shall not:

- a. share, distribute, disclose, or otherwise make the template available to any third party (including other businesses or individuals);
- b. sub-license, sell, rent, lease, lend, assign, or otherwise commercially exploit the template;
- c. copy, modify, adapt, translate, reverse-engineer, or create derivative works based on the template (except as expressly permitted in writing by Irwin Mitchell LLP; or
- d. use the template for any purpose other than as expressly permitted under these Terms.

#### **8.2.4 Intellectual Property Rights.**

All intellectual property rights in and to the template (including any updates, modifications, or derivative works) remain the exclusive property of Irwin Mitchell LLP. No rights are granted to you other than those expressly set out in these Terms.

#### **8.2.5 Responsibility.**

You remain solely responsible for ensuring that your use of the template complies with all applicable laws and these Terms.

#### **8.2.6 Disclaimer of Liability.**

The template is provided on an "as is" basis, without warranty of any kind, whether express or implied.

#### **8.2.7 Cancellation or Termination.**

If you cancel the Tide Payroll subscription or if these Terms are terminated for whatever reason, this will result in the immediate termination of your licence to use the template. Termination shall not affect any use of the template that has already been validly undertaken prior to termination or cancellation (for example, in relation to employment processes already commenced), but you must immediately cease all further use of the template and destroy any copies in your possession or control.

#### **8.2.8 Survival.**

The restrictions and obligations set out in this section (including clauses on Restrictions, Intellectual Property Rights, and Disclaimer of Liability) shall survive the termination or expiry of your licence to use the template.

## **9.Dividends subscription/boost**

9.1 If you're eligible, you can add our Dividend Boost to your Payroll subscription. You can also activate our

Dividends tool on a standalone basis, if you don't already have a Payroll subscription. This feature lets you pay dividends to shareholders directly through the Tide app and helps you create and store the required documents, such as board resolutions.

### **9.2 Not legal or financial advice**

The templates we provide are for general guidance and do not constitute legal, tax, or financial advice. We provide these tools on an "as-is" basis; we do not verify your company's financial data for you. It is your responsibility to ensure your company has sufficient distributable profits and remains solvent before you declare or pay a dividend. You must ensure all statements are accurate and comply with the Companies Act 2006. If you are uncertain, you should seek professional advice.

### **9.3 Subscription and cancellation**

The Dividends tool is a separate subscription. You can use it either as a Dividend Boost added to Tide Payroll or as a standalone Dividends subscription. The current fees for each option (for example, £5 as a Boost and £10 standalone) are shown in the Fee Schedule and/or in the Tide app.

You can cancel the Dividends Boost or the standalone Dividends subscription at any time. If you cancel your Payroll subscription, any Dividend Boost linked to it will automatically end, but you can continue with a standalone Dividends subscription if you choose.

### **9.4 Keep your own copies**

Even though you can store documents in the Tide app, you're responsible for keeping your own legal records. You should regularly download and save copies to your own device. This ensures you still have your documents if your subscription ends or your access to Tide is restricted for any reason.

## **10. Effects of termination and cancellation of Tide Payroll**

Upon cancellation of your subscription or termination of these terms, we may delete all of your information, data and records, unless we are required to retain such information under applicable law. It is your responsibility to ensure that you regularly back up the data from Tide Payroll for your internal purposes and for your employment, social security and tax related obligations, including but not limited to maintaining backups of any payslips to employees processed via Tide Payroll.

## **11. Important**

Further details on monthly renewal of your subscription to Tide Payroll, how cancellation works and how these terms can be terminated is governed by clause 8 and clause 22 of the Tide Membership Terms. We will usually provide at least one (1) months' notice of any changes (including subscription fees) to these Tide Payroll terms, typically via the Tide Platform or, in some cases, by email. Advance notice may not be given if: (i) the change benefits you (e.g., new features improve our service); (ii) the change is required by law, regulation, or guidance, and prior notice is not feasible; (iii) the change is minor and does not impact service quality, functionality, or your rights. If you do not object before the change takes effect, we will assume you accept it. If you do not accept the change, your notice will be treated as a request to cancel your subscription.

# Appendix 11 - Own Website (Be Online) Terms

## (applicable to all Tide Members)

14 May 2026

These Own Website (Be Online) Terms provide additional terms applicable to your use of the Own Website tool soon to be renamed as Own Website. They should be read together with the Tide Membership Terms. Any matters not specifically governed by these Own Website (Be Online) Terms will be dealt with in accordance with the provisions of the Tide Membership Terms.

If there is any inconsistency between these terms and any other document we provide you with, these terms will apply.

Any capitalised terms used here but not defined shall have the meanings given to them in the Tide Membership Terms.

Be Online is going to be renamed to Own Website. This is a name change only and does not affect the toll itself, its features, or how you use it. For a period of time, you may see both names used interchangeably while the update is rolled out. Any reference to Own Website in these terms, or in any materials, will be understood as a reference to Own Website.

### 1. Introduction

- 1.1. These terms and conditions govern the use of the “Own website” and “Own Website Plus” tools. Unless expressly stated otherwise, any reference to “Own Website” in these terms includes “Own Website Plus”. These tools are provided to Tide Members through the Tide Platform, however we work with partners in order to provide these services to you. See clause 11 Important Information for more details.
- 1.2. Own Website and Own Website Plus are only available to Tide Members who are limited companies or sole traders although further eligibility criteria may apply. You can use them for creating an online presence of your business and should not use the tool for personal matters.

### 2. How does it work?

- 2.1. Own Website and Own Website Plus are web presence services that include: (a) access to a website-building tool; (b) website hosting; (c) domain registration and domain management services; and (d) the creation and management of up to three professional email addresses under the relevant registered domain. Own Website does not include any e-commerce functionality. Own Website Plus includes limited basic e-commerce functionality, currently allowing end customers to make online bookings and pay for those bookings, and such e-commerce functionality may be enhanced or expanded from time to time.
- 2.2. Website hosting and website building tool: The website building tool is a web-based service and allows you to create, customise and maintain an online website (for the purposes of these terms referred to as “**your website**”). Additional responsibilities apply under clause 5 in connection with your website content and any goods or services you offer. Where your website includes online booking and payment functionality via Own Website Plus, payments from your customers will be processed by a third party payment service provider integrated into Own Website Plus and will be settled into your Tide Business Account, unless we agree another settlement account with you in writing. **The Tide Payment Acceptance Terms in Appendix 4 of the Tide Membership and Product Terms shall apply accordingly** to those payments, including their provisions on refunds, disputes, chargebacks, reversals, reserves, settlement, payment acceptance fees (as per Fee Schedule), negative balances and Tide’s rights to recover any related amounts from you.
- 2.3. Domain registration and management: Own Website offers registration, automatic renewal, and management of domain names. All domain registrations are subject to availability and the policies of the applicable domain registry. All domain registrations are valid for 12 months and are automatically renewed as long as your Own Website subscription is active.

- 2.4. Email address: The email address function allows you to create up to 3 email mailboxes to send and receive email which are linked to the domain you registered. Each email account will be allocated a storage limit of 5 GB.

Refer to our Frequently Asked Questions for further details on how each of these features works.

### **3. Subscription Fees**

Own Website costs £7.99 per month + VAT while Own Website Plus costs £17.99 per month + VAT.

### **4. Fair Use, Storage, Domain specifics and other limitations**

- 4.1. The services under Own Website are subject to fair usage. We reserve the right to, based on our own discretion either suspend the services without notice or to increase the subscription fees if you violate the fair usage thresholds of 30GB of storage and 2TB bandwidth. Violating the fair usage also includes:
  - 4.1.1. Using the service purely as a storage and/or hosting service;
  - 4.1.2. Remotely accessing the service using automated methods;
  - 4.1.3. Serving copyrighted or other content of an illegal nature.
- 4.2. We do not guarantee specific website performance metrics such as speed, search engine rankings, or uptime.
- 4.3. We do not support outbound mass mailing as a standard offering. As standard practice we limit users from sending mail to a large number of recipients in a 24-hour period. This limit is restrictive on the first day of usage and becomes more lenient over time. If you reach this limit you may experience error messages such as "Daily maximum exceeded". This limit is subject to change without notice, should the service be compromised.
- 4.4. Our partners are resellers of a domain name registrar so your domain is registered through our partners, and they handle its setup and management for you. As neither Tide nor our partners are a dedicated domain name provider, we can't provide all of the services of a domain provider. If you wish to keep a domain you buy through Own Website after you cancel your subscription, or if you wish to point a domain you buy through Own Website to a website our partners do not host, you'll need to transfer the domain out. A domain can be transferred to another registrar subject to exclusions determined by the Internet Corporation for Assigned Names and Numbers (ICANN), including but not limited to a court order by a court of competent jurisdiction imposed over the domain; dispute over the identity of the registered name holder or administrative contact; no payment for previous or current registration periods, etc. In all such cases, however, the domain name must be put into "Registrar Hold" status by the Registrar of Record prior to the denial of transfer. Contact us if you would like to execute a domain transfer.

### **5. Your obligations**

#### **5.1. Email specific responsibilities:**

- 5.1.1. You should not use Own Website in any manner associated with the transmission, distribution, or delivery of spam. You are responsible for ensuring the lawful use of email accounts, including compliance with anti-spam laws. We decry the practice of mass mailing unwanted email of any type, regardless of content, and we use best efforts to reduce the flood of this type of traffic across the Internet. Misuse of email accounts as envisaged by this clause and these terms in general may result in immediate suspension or termination of services to prevent further abuse or damage to email systems.
- 5.1.2. Spam sent from other networks which references you shall be treated as if it originated from the account referenced, unless there is sufficient reason to believe that the message truly originated with some unrelated party. Postings made to newsgroups or other online forums, such as blogs which

reference your email users, and are deemed to be inappropriate according to the local ethical standards of those forums, may be treated in the same manner as spam.

5.1.4. You should not post, store, transmit or disseminate any information or software that contains a virus, trojan horse, worm, defect, or any other harmful, contaminating, or disruptive components. We reserve the right, at our sole discretion, to suspend any access that is found to be in violation of this clause.

5.1.5. You should not use Own Website for any unlawful purposes. You are prohibited from transmission, distribution, or storage of any information, data or material that is in violation of any regulation or law. This includes, but is not limited to, material protected by copyright, trademark, data protection laws, trade secret, or any other statute. We reserve the right to cooperate with law enforcement and other legal authorities in investigating claims of illegal activity.

5.2. **Website specific responsibilities.** You should not use the services as a forwarding service to another website. You are solely responsible for the content of your website and for complying with all applicable laws and regulations in connection with your website and any goods or services you offer, whether or not you use Own Website Plus. This includes (where required) providing clear and accurate information on your website about your identity and contact details, prices and fees (including taxes), terms and conditions of sale, cancellation and refund policies, delivery or performance terms, and any other legally-mandated disclosures, and ensuring that your use of Own Website complies with your own contractual and regulatory obligations. **You should not upload any content on your website which:**

5.2.1. you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

5.2.2. Contains an image or description that doesn't match the product or service you're describing;

5.2.3. Refers to a product or service that doesn't match your nature of business;

5.2.4. Is discriminatory, hateful, objectifying, prejudiced, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

5.2.5. harms minors in any way;

5.2.6. Is criminal, violent or antisocial;

5.2.7. Is sexually explicit;

5.2.8. impersonates any person or entity, including, but not limited to, a Tide official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

5.2.9. forges headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the website;

5.2.10. infringes any patent, trademark, trade secret, copyright, rights of privacy or publicity, or other proprietary rights of any party;

5.2.11. promotes or provides instructional information about illegal activities, promotes physical harm or injury against any group or individual, or promotes any act of cruelty to animals. This may include, without limitation, providing instructions on how to assemble bombs, grenades and other weapons or incendiary devices;

5.2.12. offers for sale or sells any item, good or service that (a) violates any applicable local, national or international law, (b) you do not have full power and authority under all relevant laws and regulations to offer and sell, including all necessary licences and authorisations, or (c) Tide determines, in its sole discretion, is inappropriate for sale through Own Website;

5.2.13. solicits passwords or personal identifying information for commercial or unlawful purposes from other users;

5.2.14. exceeds the scope of the services that you have signed up for; for example, accessing and using the tools that you do not have a right to use, or deleting, adding to, or otherwise changing other people's comments or content;

5.2.15. makes any automated use of the system;

5.2.16. breaches any applicable law or regulation or would give rise to civil liability.

- 5.2.17. Is fraudulent, false, misleading or deceptive, including misrepresenting the source.
- 5.2.18. Breaches the Tide Membership and Product Terms or any other terms and conditions you have agreed to with us or our [Acceptable Use Policy](#), or could otherwise reasonably be considered inappropriate.
- 5.3. You acknowledge and agree that any content that you upload or transmit via your website may be reviewed by Tide or by our partners although we are not obligated to do so. In case we establish any breach of clause 5.2 or such breach has been reported to us or to our partners, we reserve the right to suspend, deactivate, terminate any part of the services under Own Website at any time as well as to refuse any content or take down any content in particular that violates any of the terms under clause 5.2.
- 5.4. You acknowledge and agree that Tide can keep or share your content if legally required or if necessary to:
- 5.4.1. comply with applicable law or regulation, the law,
  - 5.4.2. Enforce these terms
  - 5.4.3. Address claims of third-party rights violations, or
  - 5.4.4. Protect Tide, its members, employees, or the public's rights, property, or safety.
- 5.5. You're responsible for maintaining the necessary amount of copies of data and regularly backing up the content and data in your website and email mailboxes.
- 5.6. While using Own Website you must not do anything that could damage or materially impair our systems or security, or the systems or security of our partners, or that could interfere with any other party's use of Own Website. In particular, you will (a) not knowingly introduce any Malicious Code into Own Website, and (b) use established best industry practices to identify, screen, and prevent the introduction of any Malicious Code into, and remove all Malicious Code from, Own Website. If we become aware of any such activities, we may (a) immediately suspend or terminate your use of Own Website with or without notice and/or (b) report the matter to the relevant law enforcement authorities and share your identity and the identity of anyone else involved.
- 5.7. You acknowledge and agree that the services under Own Website and any necessary software used in connection with the service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that any content contained in information presented to you through the Own Website toolkit is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorised by Tide, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the services or the Software, in whole or in part.
- 5.8. You acknowledge and agree that Tide is not responsible and cannot be held liable for any claims, issue or loss in relation to any content you upload or use and the services you sell using Own Website, including any bookings, sales and payments processed via Own Website or Own Website Plus. If we incur any third party claims, losses, damages, costs, expenses, demands, or fines in connection with any of your content, products and services you sell using Own Website, including any bookings, sales and payments processed via Own Website or Own Website Plus, you must reimburse us immediately upon first demand.

## 6. Warranties

- 6.1. Without prejudice to clause 24 of the Tide Membership Terms, Own Website is provided on an "as is", "as available" basis and without any representation or warranty, whether express, implied or statutory. In particular:
- 6.1.1. Unless required by law, Tide does not provide any implied warranties, such as the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights and warranties arising from a course of dealing, usage or trade practice;
  - 6.1.2. While we strive for 99.9% uptime of the services under Own Website, occasional downtime may occur due to maintenance, upgrades, or unforeseen events. Tide does not warrant that availability or performance of Own Website will be uninterrupted or error free;

- 6.1.3. Tide shall not be responsible for any interruptions, including, but not limited to, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of transactions;
- 6.1.4. Tide makes no representation or recommendation as to and accepts no responsibility for any services, tools, add-ons or features provided by third parties, including Basekit Platform Ltd.;
- 6.1.5. Tide does not warrant that Own Website will meet your individual requirements or produce particular outcomes;
- 6.1.6. Tide is not responsible or liable for any issues with Own Website that arise from the data and content that you input into the toolkit, including any content, data or information you or any persons authorised by you, upload on your website or input into the email accounts;
- 6.1.7. Tide does not guarantee that it will correct any errors in the Tide Platform, Own Website, API, materials, documentation, or data;
- 6.1.8. Tide does not guarantee that Own Website is free of Malicious Code.

## **7. Liabilities**

- 7.1. Further to clause 24 of the Tide Membership Terms, except for liability for death or personal injury or for fraud or fraudulent misrepresentation or for any liability that cannot be excluded or amended by law, and to the fullest extent permissible pursuant to applicable law, Tide is not liable, and you agree not to hold it responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) relating to Own Website or resulting directly or indirectly from your use of Own Website.
- 7.2. In particular (but without limitation), Tide is not liable for damages or loss (including data loss) resulting directly or indirectly from:
  - 7.2.1. persons acting under your authorisation in accordance with these Own Website Terms and the limitations imposed upon them;
  - 7.2.2. your use of third party services;
  - 7.2.3. your inability to use Own Website for whatever reason;
  - 7.2.4. delays or disruptions in Own Website;
  - 7.2.5. you being denied access to Own Website for any reason;
  - 7.2.6. Basekit Platform Ltd's bankruptcy or insolvency;
  - 7.2.7. Malicious Code obtained by accessing Own Website, the Tide websites or any associated site or service;
  - 7.2.8. glitches, bugs, errors, or inaccuracies of any kind in the services, including non-compliance with applicable legal, regulatory and industry requirements and standards;
  - 7.2.9. the content, actions, or inactions of any third parties, including BaseKit Platform Ltd;
  - 7.2.10. a suspension or other action taken with respect to Own Website or your Tide Membership Account;
  - 7.2.11. your need to modify practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to these Own Website Terms, Own Website or Tide's policies;
  - 7.2.12. illegal actions and operations of any third parties performed using counterfeited and/or illegal documents or illegally received data;
  - 7.2.13. Third-party disputes over domain ownership, email misuse, or website content;
  - 7.2.14. a deletion of your information, account data and records, including any data inputted by you in the website builder or email mailboxes, under these Own Website Terms.

## **8. Intellectual Property Rights**

- 8.1. You retain ownership of the content you create and upload on the website you created using the Own Website toolkit subject to not infringing any third party intellectual property or any other third party proprietary rights. By using the website building tool, you grant us a world-wide, royalty-free, non-exclusive licence to reproduce, modify, adapt and display such content as required to provide the services under Own Website.
- 8.2. All intellectual property rights related to the Own Website toolkit, the software providing the toolkit and the services under it, Tide's websites and the Tide Platform, copyrights, trademarks, visuals and designs (excluding content under clause 8.1), belong to us or are licensed to us by our partners. See clause 24.6 of the Tide Membership Terms for further details.

- 8.3. For avoidance of doubt, you cannot use any of Tide’s logos, trademarks, graphics, and other visual elements on your website, without our prior explicit written permission.

## **9. Privacy and data protection**

- 9.1. Any data that you upload on your website which constitutes "personal data" as per applicable data protection laws will be processed by Tide as a data controller (as this term is defined in applicable data protection laws) and pursuant to Tide's [Privacy Policy](#).
- 9.2. You acknowledge and agree that if you are able to continue using the website building tool after the termination of your business relationship with Tide, our partners that will provide the services to you directly in such event, would act as a data controller for any website data that may constitute “personal data” and Tide will not be responsible for the lawfulness of any data processing undertaken by our partners as part of your direct relationship with them.
- 9.3. We adhere to applicable data protection laws to safeguard your personal information. Certain information (e.g., WHOIS data) may be publicly accessible as required by domain registries. We offer privacy protection services where permitted by the registry.

## **10. Effects of termination and cancellation**

- 10.1. Upon termination of these terms or cancellation of your subscription for any reason, we will terminate your access to the services under the Own Website tool. You agree that upon termination or cancellation:
  - 10.1.1. you will continue to be bound by these Own Website Terms until any outstanding liabilities and obligations between you and us have been settled;
  - 10.1.2. the intellectual property licence we granted you under these Own Website Terms will terminate;
  - 10.1.3. we may delete all of your information, account data and records, unless we are required to retain such information under applicable law. We are unable to access and reproduce the data in your email mailboxes so it is your responsibility to ensure that you regularly back up this data to ensure you can recreate your correspondence at any time and upon termination or cancellation.

## **11. Important information**

- 11.1. Tide is not a domain name registrar, a dedicated domain name provider nor a website hosting company. We offer the Own Website toolkit to you through the Tide Platform by partnering with BaseKit Platform Ltd., 5th Floor One Castlepark, Tower Hill, Bristol, BS2 0JA, United Kingdom. BaseKit Platform Ltd. is a reseller of a domain name registrar and web hosting company and is also an owner of website building and online presence platform.
- 11.2. Further details on monthly renewal of your subscription to Own Website, how cancellation and billing works and how these Own Website Terms can be terminated is governed by clause 8 and clause 22 of the Tide Membership Terms. We will usually provide at least one (1) month’s notice of any changes (including subscription fees) to these terms, typically via the Tide Platform or, in some cases, by email. Advance notice may not be given if: (i) the change benefits you (e.g., new features improve our service); (ii) the change is required by law, regulation, or guidance, and prior notice is not feasible; (iii) the change is minor and does not impact service quality, functionality, or your rights. If you do not object before the change takes effect, we will assume you accept it. If you do not accept the change, your notice will be treated as a request to cancel your subscription.

## Appendix 12 - Company Formation and Company Filings Support Terms

(applicable to all Tide Members)

26 February 2025

These terms provide additional terms applicable to your use of our company formation or our company filings service. They should be read together with the Tide Membership Terms. Any matters not specifically governed by these terms will be dealt with in accordance with the provisions of the Tide Membership Terms.

If there is any inconsistency between these terms and any other document we provide you with, these terms will apply.

Any capitalised terms used here but not defined shall have the meanings given to them in the Tide Membership Terms.

The Company Formation service (creating a new limited company) and the Company Filings Support service (managing ongoing submissions for your limited company such as Confirmation Statements) are separate products. You are not required to use our Company Formation service to access the Company Filings Support service, nor vice versa. You may use either service independently, provided you meet the eligibility criteria for the chosen product.

### 1. Company Formation

- 1.1 Tide will act as your specialist online Company Formation Agent. We are also registered as an Authorised Corporate Service Provider (ACSP). We assist you with setting up a private company limited by shares and handle the necessary steps for initial registration with Companies House.
- 1.2 By agreeing to these terms, you give us permission to act as your agent (ACSP), which includes performing mandatory identity checks and submitting all required documents to Companies House on your behalf.
- 1.3 At present, we only support the formation of private companies limited by shares. If we offer other types of companies in the future, we will update our Company Formation FAQs.
- 1.4 The documentation you are required to submit to incorporate your company, as well as the documentation Tide will email you once the incorporation is complete, are set out in our Company Formation FAQs. We also provide important legal information in the Tide Platform during your company formation and accounting opening process steps. Please review everything carefully.
- 1.5 As an ACSP, we are legally required to verify the identity of all key individuals associated with your new company, including directors, subscribers (to shares), and people with significant control (PSCs), before we submit the incorporation filing.
- 1.6 Your agreement to fully submit to and successfully complete this identity verification is a mandatory requirement to receive the Company Formation service.
- 1.7 You are entirely responsible for making sure all the information you provide to us for incorporation (including names and details) is true, complete, and legally accurate.
- 1.8 If you or any key individual fails to submit to the mandatory ID check, or fails to pass the check, this will prevent us from submitting your company's incorporation documents to Companies House.
- 1.9 Our company formation service does not include:
  - Any form of legal or tax advice (advisory services).
  - A pre-submission review or audit of the documents and information you provide.
  - Accounting assistance.
  - Assistance with your tax matters or corresponding with HMRC.
  - Registered office address services.
  - Company secretarial services.
  
  - Maintaining the statutory books for your new Company. You will need to arrange these separately.

### 2. Company Filings

## **2.1 How it works**

2.1.1 The company filings service enables you to request Tide to assist in the submission of selected filings to Companies House on behalf of the limited company that you represent.

2.1.2 The service is being rolled out gradually. Available filings and features may change from time to time and are shown in the Tide app at the point of use.

2.1.3 Fees applicable to any filing are displayed in the Tide app before you complete the relevant request. Fees may include a Companies House charge (if applicable) and a Tide service fee.

2.1.4 Tide acts solely as your agent for the limited purpose of facilitating the filing initiated and selected by you. Tide does not act as your legal representative, accountant, or statutory company secretary. When assisting you with filings, as an Authorised Corporate Service Provider (ACSP), we carry out mandatory verification checks on your business.

2.1.5 The service only supports a limited set of filings.

2.1.6 Tide does not monitor or fulfil the company's legal obligations. You remain fully responsible for ensuring compliance with all statutory requirements under applicable UK law, including the Companies Act 2006.

2.1.7 We are required to verify the identity of your company's directors and persons with significant control (PSCs) before we can submit documents to Companies House such as the Confirmation Statement. If you choose to use us for this service, this is mandatory.

## **2.2 Your obligations**

2.2.1 You remain responsible for the accuracy, completeness, and legality of all information you provide to Tide. Tide does not independently verify or review your information apart from the mandatory identity verification that we do as an ACSP.

2.2.2 You confirm that:

- You are duly authorised to act on behalf of the Company;
- All information you submit is true, accurate, and up to date;
- You understand and accept the legal implications of the filings made on your behalf.

2.2.3 You must review and approve each filing before submission. Tide will not proceed without your explicit confirmation.

2.2.4 You are solely responsible for ensuring that filings are made in time to meet legal deadlines. Tide does not guarantee filings will be completed on time.

2.2.5 By using the service, you authorise Tide (and/or its nominated third-party provider) to act as your agent for the limited purpose of submitting filings to Companies House. This authorisation is limited to the scope of the requested filing and does not create any broader relationship of agency between you and Tide.

2.2.6 Where any filing with Companies House or other regulatory body requires documentation to be in place (including, without limitation, company resolutions, special or written resolutions, shareholder approvals, director consents, or amendments to constitutional documents), you are solely responsible for ensuring that such documentation is validly prepared, approved, and in effect. By proceeding with such filing, you confirm to Tide that all required documentation has been duly completed and is in place.

2.2.7 For certain filings, you must ensure all individuals required by law (directors, PSCs) have successfully completed identity verification and provide us with their unique Companies House personal code when submitting a filing request. Failure to provide these codes or confirmation of identity verification will prevent us from completing your filing.

## **2.3 Fees and Payment**

**2.3.1** You agree to pay any fees shown in the Tide app in connection with a Company Formation or a Company Filing as well as any applicable monthly fees if you upgrade to a regular subscription. This may include a Companies House fee (if applicable) and a Tide service fee.

**2.3.2** If you subscribe to a Company Filing package on a subscription basis, the specific minimum term, payment frequency will be displayed in the Tide app before you subscribe.

**2.3.3** For subscriptions with a fixed minimum term, you remain liable for all fees for the duration of that term, even if you attempt to cancel or if your account access is restricted. Subscriptions renew automatically unless you cancel before the end of the billing cycle.

**2.3.4** All fees must be paid at the time of submission (for one-off fees) or as per your subscription billing cycle. Tide may decline to proceed with a formation or filing until payment is received.

## **2.4 Limitations and Exclusions**

2.4.1 Tide does not provide legal, tax, or accounting advice. You should seek independent professional advice if you are unsure about any filing or its implications.

2.4.2 Tide will not be liable for any loss, penalty, or consequence arising from:

- Errors or omissions in the information you provide;
- Delays in your review or approval;
- Rejection or refusal of a filing by Companies House; or
- Failure to meet filing deadlines.
- Failure to provide necessary personal codes or confirmation of identity verification for directors/PSCs, resulting in the rejection or refusal of a filing by Companies House.

2.4.3 Tide is not responsible for monitoring your company's ongoing compliance obligations beyond the scope of individual requests made through the service.

## **3. Privacy**

**3.1 Company Formation.** The [Tide Privacy Policy](#) applies to the personal data you share with us about you in relation to the Company Formation service. We may collect and process the following information to form your new company: your full name, residential addresses (current and previous), date of birth, place of birth, telephone number, email address, mother's maiden name, father's forename, passport number, national insurance number, occupation, nationality, business trading address, business registered office address, company country of registration, business category, SIC code(s).

### **3.2 Company Filing.**

Any data related to your employees, shareholders or directors that you upload in the Tide app for the purpose of the Company Filing service which constitutes "personal data" as per applicable data protection laws will be processed by Tide in accordance with our **Data Processing Agreement**. This Data Processing Agreement already governs your overall use of the Tide Membership Account and forms an inseparable part of The Tide Membership Terms and these terms. **By accepting these terms and conditions you confirm again you agree to be bound by the provisions of the Data Processing Agreement in its latest version available [here](#).**

## **4. Important**

Further details on monthly renewal of your subscription to any of the company filing services, how cancellation and billing works and how these terms can be terminated is governed by clause 8 and clause 22 of the Tide Membership Terms. We will usually provide at least one (1) months' notice of any changes (including subscription fees) to these terms, typically via the Tide Platform or, in some cases, by email. Advance notice may not be given if: (i) the change benefits you (e.g., new features improve our service); (ii) the change is required by law, regulation, or guidance, and prior notice is not feasible; (iii) the change is minor and does not impact service quality, functionality, or your rights. If you do not object before the change takes effect, we will assume you accept it. If you do not accept the change, your notice will be treated as a request to cancel your subscription.

## Appendix 13 - Tide Credit Score Insights Terms

(applicable to all Tide Members)

1 July 2025

These Credit Score Insights Terms provide additional terms applicable to your use of the Credit Score Insights tool. They should be read together with the Tide Membership Terms. Any matters not specifically governed by these terms will be dealt with in accordance with the provisions of the Tide Membership Terms.

If there is any inconsistency between these terms and any other document we provide you with, these terms will apply.

Any capitalised terms used here but not defined shall have the meanings given to them in the Tide Membership Terms.

### 1. Introduction

Credit Score Insights is only available to Tide members who are limited companies.

### 2. How does it work?

2.1. Credit Score Insights lets you view your business credit score (the credit score of the limited company that you represent) and various insights and possible factors affecting it. Your business credit score is compiled by Credit Reference Agencies and obtained by Tide through third party sources.

2.2. Credit Score Insights includes:

- a) Access to your business credit score;
- b) Access to insights from your credit profile that affect your credit score;
- c) Monthly alerts on the updates of your business credit score or insights;
- d) Access to educational content on credit scores.

2.3 Please familiarise yourself with the applicable [FAQ page](#) containing important additional details about Credit Score Insights, as it forms part of these terms. We may amend the FAQ pages and we may add features from time to time without notice.

### 3. Subscription Fees and Billing

Credit Score Insights costs **£4.99 + VAT** per month to use. Subscription fees will be billed in the first week of each calendar month in advance, typically on or around the 4th day of each month.

### 4. Important Information About Your Credit Score and how you can use it

4.1 There are many factors that affect your business credit score. Factors which may affect your credit score include (but are not limited to) whether you pay your bills on time (including invoices), how often you've applied for credit in the past, whether you've exceeded overdraft limits and whether you file your business accounts on time. The assessment of your credit score is conducted by Credit Reference Agencies. Credit Score Insights is designed to provide access to your score as well as insights and tips that members can use themselves to help influence their score but it cannot guarantee an improvement or accuracy of your credit score. For more information, please see our [Frequently Asked Questions](#).

4.2 You may use the information about your credit score and your business solely for internal purposes such as credit checking, monitoring, data verification and business analysis. This information must not be used for direct marketing, prospecting, or any other promotional activities of your business.

#### **5. Dependency on third parties**

Although Tide strives to ensure that data and information contained in the Tide Platform, or other materials, documentation, or data are current, Tide is sometimes dependent on third parties to timely update and provide information that affect such data and information.

#### **6. No Professional Financial Opinion or Advice**

You acknowledge and agree that Tide does not provide professional advice, including financial opinions or advice. None of the information available within Credit Score Insights, Tide's Knowledge hub, the Tide Platform or the Tide website is meant to be financial advice. You should seek independent financial advice before making any decisions about the financial future of your company.

#### **7. Important**

Further details on monthly renewal of your subscription to Credit Score Insights, how cancellation and billing works and how these terms can be terminated is governed by clause 8 and clause 22 of the Tide Membership Terms. We will usually provide at least one (1) month's notice of any changes (including subscription fees) to these terms, typically via the Tide Platform or, in some cases, by email. Advance notice may not be given if: (i) the change benefits you (e.g., new features improve our service); (ii) the change is required by law, regulation, or guidance, and prior notice is not feasible; (iii) the change is minor and does not impact service quality, functionality, or your rights. If you do not object before the change takes effect, we will assume you accept it. If you do not accept the change, your notice will be treated as a request to cancel your subscription.

# Appendix 14 - Credit Broking Terms with Funding Options Limited

(applicable to all Tide Members)

28 March 2025

These Terms and Conditions apply to all Tide members seeking a credit quote through Funding Options Limited, now part of Tide. Referred to also as the “Terms of Service of Funding Options Limited,” these provisions govern the credit broking service (also referred to as the “Service” in these Credit Broking Terms) offered by Funding Options Limited via the Tide Platform. References to “we,” “us,” and “our” pertain to either Funding Options Limited or Tide, as applicable. These Credit Broking Terms should be read in conjunction with the Tide Membership Terms, which govern any matters not explicitly addressed within this document.

If there is any inconsistency between these terms and any other document we provide you with, these terms will apply. Any capitalised terms used here but not defined shall have the meanings given to them in the Tide Membership Terms.

## 1. Introduction

- 1.1. Funding Options Limited is incorporated in England & Wales with its registered office at 4th Floor, The Featherstone Building, 66 City Road, London, EC1Y 2AL (company number 07739337), authorised and regulated by the Financial Conduct Authority (firm registration number 727867), and registered with the Information Commissioner's Office (reference number Z2992318).
- 1.2. Along with the applicable terms you should also read [Funding Options' Privacy Policy](#).
- 1.3. We are a credit broker, not a lender. We are also a “designated finance platform” under The Small Business, Enterprise and Employment Act 2015, which means that if your application for finance from certain designated banks is unsuccessful, the bank must provide us with certain information related to that application. We receive that information for the purpose of passing it on to alternative Finance Providers (as defined below herein) for the purpose of facilitating a conversation between you and any Finance Providers who might potentially provide financing to you and thus expand your options of funding. Before we share any information to Finance Providers we will contact you to obtain your consent for us to pass on the information or we will provide you with a form which you can submit directly to the respective Finance Provider.
- 1.4. **Finance Providers are** financial institutions, lenders, or other entities that offer credit or funding solutions, including loans, credit lines, and other financing options. In the context of these Credit Broking Terms, a Finance Provider refers to any third-party organization with whom we collaborate to facilitate credit offerings for our members. The decision to provide credit, as well as the terms and conditions of such credit, remains solely at the discretion of the Finance Provider.

## 2. How does it work and what service limitations apply

- 2.1. Our Service is intended for your own business-related purposes only. We do not provide debt counselling or debt advice. If you'd like support in this area, you may find contacting the Business Debtline useful. Our credit broking service is not intended as advice or to be relied upon by you in any way, including as the basis for making or not making any decision, and you should obtain your own independent financial, accounting, tax and/or legal advice concerning your activities in connection with the Service and any finance application and/or agreement. We cannot guarantee that our service will be successful for you, neither are we obliged to provide our service to you. Our service is based on information from third parties over which we have no control, and may contain inaccuracies or errors. Where you have not made us aware of your specific needs, it is your responsibility to ensure that any options presented through the service meet your requirements.
- 2.2. Content and information provided as part of the Service may not be timely or correct, and will change without notice, meaning that it is for your general information and use only.
- 2.3. You use and download information from the service at your own risk and should use software to detect and disinfect viruses in any information you use and download. The availability of third party

sites, links, services or information via the Service does not constitute any recommendation, advice, endorsement or publication by us and we are not responsible for any such sites, links, services or information provided by any third party. We reserve the right to change any aspect of the service at any time without notice or to suspend access to the Service, or end it.

### **3. Commission that we receive**

- 3.1.** While the Service is free of charge to you, we will receive commission from Finance Providers for introductions we make to them, typically as a fixed percentage of the amount you borrow. The Finance Providers we work with could pay commission at different rates, and for certain lenders we have some influence over the interest rate, and this can impact the amount that you pay under any agreement you may choose to enter into. Before you enter into a regulated credit agreement with a Finance Provider, you may ask us to disclose the amount of any commission or fee or other remuneration we will receive from the lender. Where we do not know the precise amount, we will disclose to you the likely amount. Should you have any questions relating to the above, please feel free to contact us.

### **4. Your usage and responsibilities**

- 4.1.** By using the credit broking service, you agree to notify us promptly of any changes in the details you have provided to us. You shall ensure that all information you provide to us is complete, true, up-to-date and accurate in all respects. You are solely responsible at your own cost and expense for creating backup copies and replacing any information you provide via the Service.
- 4.2.** You agree that we and the Finance Providers we work with may carry out identity verification and credit checks on you and your owners or directors. You and your owners or directors acknowledge that credit reference agencies link together the records of you and anyone that you have advised is a financial associate (e.g. someone with whom you have a joint credit account) including previous and subsequent names of parties to the account. Links between financial associates will remain on yours and their credit reference files until such time as you or your associate successfully files for a disassociation with the credit reference agencies. We and any Finance Provider may take into account information about yours and your owners' or directors' financial associates in yours or their credit reference.
- 4.3.** You agree to keep your username and password secure and when they are used to log-in we will assume that you are the person giving instructions and you will be liable for them unless and until you notify us that this is no longer the case. You are responsible for any activity through the credit broking service arising out of any failure to keep your password secure. We may refuse or disable your access at our sole discretion without notice or explanation where it is lawful to do so.
- 4.4.** If at any time you wish to cease using our service, you may contact us to request deactivation of your account. Within a reasonable time of this notification, we will remove any third-party data access you may have given us. Historical data will be maintained by us as described below. Note that such disablement may interfere with the overall access to the Tide Platform and your ability to use any of Tide's services, products, tools and add-ons.
- 4.5.** You agree not to use our credit broking service in a way that harms our reputation, and you agree to comply with all applicable international and domestic laws, rules, and regulations. These may include requirements set out by governments, regulators, payment systems or other third parties. In particular, (but without limitation), you must comply with all relevant money laundering, bribery, data protection and consumer rights legislation.
- 4.6.** We will make reasonable efforts to provide support for the Service during office hours by email on support@fundingoptions.com, or by telephone on 0333 344 1015.
- 4.7.** You will not use the Service to:
- collect any information of other users from the credit broking service for the purpose of sending unsolicited communications outside it;
  - create a database of information obtained from our service otherwise than for your own records;
  - transfer any information obtained through our credit broking service to any third party except where expressly permitted by us;

- use automated scripts to collect information from or otherwise interact with our credit broking service;
- use the service in any unlawful manner or in any manner that could harm the service or the servers on which it is hosted;
- register any person or entity on, or otherwise use, the service without that person or entity's prior written authorisation;
- impersonate any person or entity, create a false identity in relation to the Service or falsely state or otherwise mislead or deceive us;
- remove any copyright or trade mark notice(s) from any material on or obtained via the Service.

## **5. Data Protection**

Funding Options Limited will process your personal data in accordance with the provisions of our [Privacy Policy](#).

As part of providing our Service to you, we share data provided by you with our panel of Finance Providers. They will share back to us information about your application such as its current status, outcome and potential credit limit. Please be informed that our panel of Finance Providers are independent data controllers who will be processing your personal data separately from Funding Options and in accordance with their own data protection practices.

## **6. Client money**

For the avoidance of doubt, Funding Options does not hold or in any way handle any client monies whatsoever.

## **7. Amendments and Termination**

We will generally give you at least one (1) month's prior notice of any changes to these terms. In some cases, we may not notify you in advance of a change being made, for example:

- if the change benefits you (e.g., we introduce new features that improve our Service);
- if we make a change to comply with law, rule or regulation or related guidance and we're not reasonably able to provide advance notice; or
- if there are minor changes to Service or the way the service operates that do not affect its quality, the functions or your rights under these terms.

Unless you've told us otherwise before any change takes place, we'll assume that you've accepted the change. If you do tell us that you do not accept any change, your notification will be deemed to be a notice that you wish to terminate these terms and the use of the Service on the date upon which the changes are due to take effect (or any other date that you request in advance of the changes taking effect).

These Credit Broking Terms remain in effect indefinitely. They apply each time you start a credit quote form application with us. These Credit Broking Terms may be terminated on the same grounds as the Tide Membership Terms. If the Tide Membership Terms are terminated for any reason, these terms will also be automatically terminated. However, the termination of these Credit Broking Terms alone will not result in the termination of the Tide Membership Terms. If you wish to explicitly terminate these Credit Broking Terms, you may do so by contacting us through the Tide platform or at [hello@tide.co](mailto:hello@tide.co).

## **8. Important**

Any matters not expressly governed by these terms will be subject to the provisions of the Tide Membership Terms, including, but not limited to, those relating to Liability, Suspension of Services, Indemnity, and Intellectual Property.

## **Appendix 15 - Tide Insurance Terms with Tide Insurance Services Limited (‘TISL’)**

**(applicable to all Tide Members)**

**14 May 2026**

Please read these terms carefully – they apply to all Tide Members. Tide Members seeking insurance will contract with TISL for the purposes of obtaining insurance. TISL is part of the Tide group.

Referred to also as the “Tide Insurance Terms,” these provisions govern the insurance intermediary service (also referred to as the “Service” or “Services” in this Appendix 15) offered by TISL via the Tide Platform. References to “we,” “us,” and “our” pertain to either TISL or Tide, as applicable. These Tide Insurance Terms should be read in conjunction with the Tide Membership Terms, which govern any matters not explicitly addressed within this document.

If there is any inconsistency between these terms and any other document we provide you with, for the purposes of governing TISL’s relationship with you for your insurance policy/policies these terms will apply. Any capitalised terms used here but not defined shall have the meanings given to them in the Tide Membership Terms.

Tide Insurance Services Limited (company number 16470554) is authorised and regulated by the Financial Conduct Authority (FRN 1040067). We act as an agent of Able Insurance Services Limited under our own regulatory permissions.

Admiral Business is a trading name of Able Insurance Services Limited. The insurance is underwritten by Admiral Insurance (Gibraltar) Limited (the ‘Insurer’).

### **1. The capacity in which we act for you**

We act as an insurance intermediary, not an insurer. We will usually act on your behalf when arranging your insurances, when helping you make any changes to your policy and when you renew your insurance. If there are any circumstances where we act as an agent of the insurer, we will let you know the capacity in which we act before we finalise your insurance arrangements.

### **2. Services**

- 2.1 We act on your behalf in arranging, administering or renewing insurance products underwritten by the Insurer (each ‘Policy’ and together the ‘Policies’). We will notify you if we begin to arrange and promote business insurance products on behalf of anyone else.
- 2.2 We operate on a non-advised basis. This means we do not provide advice or make personal recommendations. You are responsible for deciding if a Policy is right for your business and it is essential you check that your selection is suitable for your needs.
- 2.3 We may help you complete application forms and transmit information to the Insurer, but this does not mean we are recommending a Policy to you.
- 2.4 We do not act as your fiduciary and we do not owe you any fiduciary duties. Our duties to you are limited to those set out in these Tide Insurance Terms, the Policy terms and under applicable law and regulation.
- 2.5 Our Services are offered subject always to eligibility requirements.
- 2.6 Insurance cover is not in place until we have confirmed this to you. We will advise you of any inability to place your insurance.

### **3. Remuneration and Commission**

- 3.1 When you buy a Policy through us, we are remunerated through a commission from the Insurer which we will retain from the premium you pay. The commission is calculated as a percentage of the premium. We have discretion to determine that percentage within limits agreed with the Insurer. We may also earn additional income from the Insurer to reflect the performance of your account with them and/or in respect of work we undertake on their behalf.
- 3.2 You may request more information about the nature or amount of the commission at any time.

#### **4. Your Responsibilities**

- 4.1 You have a duty to give a fair presentation of risk to the Insurer. This means you must provide full and accurate information when applying for insurance, including material facts that could influence the Insurer's decision to provide cover. Examples of material facts are:
  - Special or unusual circumstances relating to the risk;
  - Any particular concerns which led you to seek insurance cover for the risk; and
  - Anything a reasonable person in your type of business and/or undertaking the type of activity which you are seeking to insure would expect an insurer would want to know, even if not explicitly asked.
- 4.2 If you fail to provide accurate or complete information, either deliberately or by being reckless or fraudulent, your insurance may be cancelled or claims may be rejected.
- 4.3 You must notify us promptly of any changes to your circumstances during the Policy term, at renewal and throughout the life of the Policy. This also applies to your responses in relation to any declarations you may agree to in the process of applying for insurance cover.

#### **5. Premiums and Payment**

- 5.1 Your quotation will tell you the total price to be paid, including any fees, taxes or charges that are separate to the premium.
- 5.2 Premiums must be paid in full by the dates stated on your quotation or renewal notice. If you pay in instalments, your first month's premium will be collected on the date of purchase. Each instalment represents 1 month's cover. Once your policy starts, 11 equal monthly instalments will be taken 7 days before the start of each coverage month.

*For example: You purchase a policy on 14th May with a start date of 8th June and an annual premium of £120. Your first month's premium - £10 will be debited on 14th May, the second month's premium will be debited on 1st June and the remaining 10 payments on the 1st of the following 10 months.*

- 5.3 If you fail to pay your premium (including any monthly premium instalment), your cover may be cancelled, and you may still be liable for part of the premium. Tide will attempt to take payment 7 days before the start date of the cover month. If this payment fails, Tide will continue to attempt to take payment each day up to and including the start date of the cover month.
- 5.4 Refunds or return premiums will be processed by TISL in accordance with the Policy.

#### **6. Adjustments**

If you require changes to your Policy during the period of insurance (a mid-term adjustment), you must notify us promptly. Changes to your business details in the Tide app that impact your Policy will be notified to us automatically. We will arrange the adjustment with the Insurer and confirm any change in premium, change in terms and/or any applicable fee. Additional or return premiums resulting from adjustments will be calculated in line with the Insurer's rules and our commission arrangements.

#### **7. Renewals**

- 7.1 Unless you tell us otherwise, we will automatically renew your Policy at the end of each period of insurance so that you can continue to be covered. If you do not wish to renew automatically, you can opt out by notifying us before the renewal date.
- 7.2 We will contact you to provide you with renewal terms, including the premium and any changes to the cover, 30 days before your policy expires.
- 7.3 We will take payment for your renewed Policy up to 3 days prior to your renewal date via your existing payment method. This means you will have sufficient opportunity to review the renewal terms and decide whether you wish to continue.
- 7.4 The renewal premium will be recalculated at that time and may be higher or lower than your current premium.
- 7.5 At each renewal, you must review the information we hold about you and tell us about any changes to your circumstances or business. If you do not do so, your cover may not be valid, or a claim may not be paid.
- 7.6 If your payment fails or we are unable to collect your payment by the renewal date, then all cover will cease.

## **8. Claims**

You must notify us immediately of any claims, or circumstances that might give rise to a claim, via your app, but we will refer them to the Insurer. The Insurer will then handle the claim with you directly.

## **9. Risk Transfer Arrangement**

- 9.1 We hold premiums and any refunds we collect from you under a *risk transfer arrangement* agreed with the Insurer. This means that we act as agents of the Insurer in collecting premiums so when we receive your premium, it is treated as having been received by the Insurer. Similarly, when we issue any refund of premium, it is treated as having been paid by the Insurer.
- 9.2 Because of this arrangement, any monies you pay to us for your insurance are not held by us as “client money” under FCA rules, but as agent of the Insurer. This ensures your payment is protected and passed to the Insurer in full.

## **10. Complaints**

- 10.1 Please see the ‘Complaints’ section of your Tide Membership Terms, which shall apply to complaints about the Services under these Tide Insurance Terms and details on how to contact the Financial Ombudsman Service if eligible.
- 10.2 If a complaint concerns products or services provided directly by the Insurer, then we may transfer your complaint to the Insurer. Otherwise, complaints relating to your Policy will be handled by Tide on the Insurer’s behalf.

## **11. Termination of these terms and cancellation of your Policy**

- 11.1 We may terminate these Tide Insurance Terms on the same grounds as the Tide Membership Terms. Termination of these Tide Insurance Terms will automatically cancel the Policy.
- 11.2 You may cancel your Policy via the App and in accordance with the terms of that Policy. Cancellation of your Policy may result in a cancellation fee or other charges being applied in accordance with the terms of your Policy. Cancellation of your Policy will also terminate these Tide Insurance Terms in respect of that Policy.
- 11.3 The Insurer may cancel your Policy in accordance with the terms of that Policy. We draw your attention to the sections in the Policy terms on Cancellation and, in particular, where you have failed to pay your premium.
- 11.4 If you pay your premiums via your Tide Business Account, then closure of your Tide Business Account or termination of your Tide Business Account and/or Bank Account Terms will terminate these Tide Insurance Terms and cancel the Policy at the end of the pre-paid cover month in which you cancelled

your Tide Business Account. For example, if your cover month starts on the 3rd of each month and you close your Tide Business Account on the 15th of a month, you will be covered under the Policy until the 2nd at 11:59pm of the following month.

11.5 Termination of your Tide Membership Terms will automatically terminate these Tide Insurance Terms and cancel the Policy and you will not be covered under the Policy from the date of termination of your Tide Membership Terms (at the latest). Termination of these Tide Insurance Terms (or the Policy) alone will not result in the termination of the Tide Membership Terms.

## **12. Financial Services Compensation Scheme (FSCS)**

Your insurance may be covered by the FSCS. This depends on the type of business and the circumstances of the claim. If the Insurer is unable to meet its obligations, you may be entitled to compensation. Details are available at [www.fscs.org.uk](http://www.fscs.org.uk).

## **13. Important**

Any matters not expressly governed by these Tide Insurance Terms will be subject to the provisions of the Tide Membership Terms and references to TISL shall be interpreted to include Tide for those purposes, including, but not limited to, those relating to Liability, Privacy, Suspension of Services, Changes to Tide Membership Terms (which shall be interpreted to include these Tide Insurance Terms too), Indemnity, and Intellectual Property.

## **14. Governing Law**

These Tide Insurance Terms shall be governed by the laws of England and Wales and any claim or dispute under these Tide Insurance Terms shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## Appendix 16 - Tide Cash ISA Terms

(applicable to Tide Members who have a Tide Business Account and are a sole trader)

24 June 2026

You should have received and read the Summary Box which tells you important information about your Tide Cash ISA offered by ClearBank in collaboration with Tide. These terms provide more detail about both of our rights and responsibilities with regards to your access and use of the Tide Cash ISA. They apply in all cases where you open or use a Tide Cash ISA. These terms should be read together with the Tide Membership and Product Terms as well as the ClearBank Cash ISA Terms applicable to your account (accessible here: <https://www.tide.co/terms>).

If there is any inconsistency between these Tide Cash ISA Terms and any other document we provide you with, these Tide Cash ISA Terms will apply.

Unless the context otherwise requires, capitalised terms used but not defined in this Appendix are defined elsewhere in the Tide Membership and Product Terms document.

### Tide Cash ISA Application

By accepting these Tide Cash ISA Terms and providing Tide with your National Insurance Number in the Tide app, you:

- Apply to subscribe for a Tide Cash ISA for the tax year indicated in the Tide app (and each subsequent tax year until further notice).
- Declare that:
  - all subscriptions made, and to be made, belong to you;
  - you are 18 years of age or over and have not subscribed, and will not subscribe, to more than the overall ISA subscription limit total in the same tax year;
  - you are resident in the United Kingdom (UK) for tax purposes;
  - you will inform ClearBank if you cease to be resident or to perform such duties;
  - the information provided by you to Tide is correct to the best of your knowledge and belief; and
  - you accept the ISA terms and conditions forming part of your Tide Membership and Product Terms and Clearbank Cash ISA Terms.
- Authorise ClearBank to hold your cash subscriptions and Cash ISA investments, to operate your account and any other rights or proceeds in respect of those investments and any other rights or proceeds and to carry your relief from tax on your behalf.

### 1. How does it work?

- 1.1. We have arranged for your Tide Cash ISA to be provided to you by ClearBank, being a bank authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 754568). You are required to accept the ClearBank Cash ISA Terms which will apply to ClearBank's provision of the Tide Cash ISA to you (accessible here: <https://www.tide.co/terms>). ClearBank is the ISA manager approved by HMRC for your Tide Cash ISA and Tide administers the Tide Cash ISA as an outsourced service provider of ClearBank as part of your Tide Membership.
- 1.2. You can find key information, such as the applicable interest rate, in the Summary Box.
- 1.3. The Tide Cash ISA is a cash individual savings account that allows you to earn tax -free interest on your deposited funds as long as you meet certain requirements. Use of this individual savings account is permitted within the Tide Membership. It can only be funded from your Tide Business Account, which contains your business earnings.

## **2. Eligibility and Account Opening**

**2.1.** To be eligible to open and keep a Tide Cash ISA, you must meet these requirements at all times:

- a. Be an active Tide member and hold a Tide Business Account as a sole trader in the same name as the Tide Cash ISA;
- b. Be at least 18 years old and be a UK resident with sole tax residence in the United Kingdom (UK);
- c. Not be a US person. A “US person” includes US citizens, regardless of where they live and regardless of any other citizenship they hold, and US residents, including “green card” holders, regardless of their citizenship.
- d. Agree to these Tide Cash ISA Terms and the ClearBank Cash ISA Terms;
- e. Meet ClearBank and Tide eligibility criteria.

While you’re applying and for as long as your account is open, you may be required to provide certain documents or information in support of your eligibility status.

**2.2.** You’re only allowed to have one Tide Cash ISA with Tide. You may have other cash ISAs with different providers, as long as the total aggregated amount you save across all of them stays within the annual ISA limit in each tax year.

## **3. How is the interest applicable to my Tide Cash ISA calculated?**

- 3.1.** The interest rate you receive as per the Summary Box is equal to the published Bank of England Base Rate (gross) minus a certain percentage as indicated in your Summary Box (the ‘**Percentage**’), plus any promotional or boost rates offered from time to time (‘**Promotional Rate**’). The addition of a Promotional Rate may mean that the total interest rate you receive is above the Bank of England Base Rate (gross).
- 3.2.** ClearBank places funds held in the Tide Cash ISA with the Bank of England and expects to generate interest from the Bank of England on those funds. The amount of interest payable by the Bank of England is variable and, subject to the amount of interest paid by the Bank of England being sufficient, you will receive interest on funds held in the Tide Cash ISA based on the calculation in clause 3.1 of this Appendix.
- 3.3.** Interest is calculated daily, based on the balance available on your Tide Cash ISA at the end of the day, and paid monthly into your Tide Cash ISA on the first day of the month following the month in which the interest is earned. All interest is paid gross. All interest on your Tide Cash ISA is paid tax-free for as long as you qualify for a Tide Cash ISA.
- 3.4.** Where an interest payment period incorporates the leap year day of 29th February, the daily interest rate will be calculated to reflect that extra day. This means that the interest rate accrued on a daily basis may be different.
- 3.5.** Interest is earned up to and including the day prior to withdrawal of funds or closure of the Tide Cash ISA.
- 3.6.** Interest rates are variable and may be altered in accordance with these Tide Cash ISA Terms.
- 3.7.** Market conditions may result in negative interest being applied to your Tide Cash ISA. If this happens, instead of earning interest on the funds in your account, interest will be deducted from your account. This will be shown in your statement as ‘negative interest’. You authorise Tide to deduct the required amounts from your Tide Cash ISA or any other account you may have with Tide.

## **4. Can the interest rate on my account change?**

- 4.1.** If the interest rate applicable to your Tide Cash ISA is a variable rate, this means Tide can change the interest at any time. Please see the Summary Box for further details.
- 4.2.** In addition, if your interest rate is also linked to the Bank of England base rate, your interest rate will also change in line with the increase or decrease in the Bank of England Base Rate. The applicable Bank of England base rate can be found here: <https://www.bankofengland.co.uk>.

- 4.3. The Bank of England base rate can change at any time. If it does, this change will take effect from the day the Bank of England announces the change. We do not have to give you prior notice of this change coming into effect but we will notify you within 30 days of it taking effect.
- 4.4. If our Paid Plans include a preferential interest rate applicable to your Tide Cash ISA, changing your Tide Membership Plan may have an effect on the interest rate applicable to your Tide Cash ISA. Details will be presented to you with a new version on this Summary Box prior to switching your Tide Membership Plan.

## 5. Amendments to the Percentage or Promotional Rate

- 5.1. We can also change the interest rate that applies to your Tide Cash ISA by changing the Percentage and/or Promotional Rate at any time. If we change the Tide Percentage and/or Promotional Rate and this reduces the rate applicable to your Tide Cash ISA, we will notify you in advance. The minimum notice period for interest rate decreases is set out in the Summary Box. We will assume that you have accepted the change, unless you tell us otherwise before the expiry of the minimum notice period.
- 5.2. If you tell us that you do not accept a change, your notification will be deemed to be a notice that you wish to close your Tide Cash ISA. We will close your Tide Cash ISA on the date upon which the change is due to take effect (or any other date that you request in advance of the changes taking effect).
- 5.3. If we change the Percentage and/or Promotional Rate and the interest rate applicable to your Tide Cash ISA increases, we don't have to give you prior notice but we will notify you about the change within 30 days of it taking effect.
- 5.4. Please refer to the Summary Box for illustrative examples of how changes to Percentage and/or Promotional Rate will impact the interest rate on your Tide Cash ISA.

## 6. How can I make payments in and out of my Tide Cash ISA?

- 6.1. When you open your Tide Cash ISA, you'll need to link it to your Tide Business Account. This will be your "**Nominated Account**".
- 6.2. You may only have one Nominated Account. You can change the Nominated Account you have set up by contacting our Member Support team via the in-app chat or by email to [hello@tide.co](mailto:hello@tide.co) as long as the Nominated Account is a Tide Business Account.
- 6.3. You can only make payments into or from your Tide Cash ISA from or to your Nominated Account. Once you withdraw money from your Tide Cash ISA and pay it to your Nominated Account, you'll lose the tax-free benefits on those funds. Any funds received from any other account will be sent back.
- 6.4. Your Tide Cash ISA is flexible. This means if you take money out of your Tide Cash ISA and replace it back in during the same tax year, that replacement amount won't count towards your current year's ISA allowance limit. You'll lose this flexibility if you close the Tide Cash ISA or transfer the funds to another cash ISA provider.
- 6.5. Full transfers of a Cash ISA in or out of your Tide Cash ISA are not a "payment" for the purposes of this clause. Transfers in and out are dealt with separately under clauses 8 and 9 of these Tide Cash ISA Terms.

## 7. Can I make payments to third parties from my Tide Cash ISA?

- 7.1. No, you can only make payments in and out directly between your Nominated Account and your Tide Cash ISA. The Tide Cash ISA is not a current account and cannot be used for day-to-day spending.

## 8. ISA Transfers – In

- 8.1. You may be able to transfer an existing ISA held with another ISA manager into your Tide Cash ISA, subject to eligibility criteria, operational requirements and HMRC ISA rules.
- 8.2. To preserve the tax-free status of your ISA savings, you must use the ISA transfer process that we make available to you. You should not withdraw funds from your existing ISA and pay them into your Tide Cash ISA yourself unless permitted under HMRC ISA rules.
- 8.3. We only support full ISA transfers. Partial transfers are not permitted.
- 8.4. Where your transfer includes subscriptions made in the current tax year, all current tax year subscriptions relating to that ISA must be transferred.
- 8.5. ISA transfers depend on the co-operation and processing times of your existing ISA provider. We are not responsible for delays caused by another provider or by circumstances outside our reasonable control.
- 8.6. Your existing ISA provider may apply restrictions, notice periods, charges or loss of interest in connection with a transfer. You are responsible for checking the terms that apply to your existing ISA.
- 8.7. Interest on transferred funds will begin to accrue in accordance with these Terms once the transferred funds have been received and accepted into your Tide Cash ISA.
- 8.8. We may refuse, delay or cancel a transfer request where required to comply with legal or regulatory obligations, HMRC ISA requirements, fraud prevention measures or our internal policies.

#### **9. ISA Transfers – Out**

- 9.1. You may transfer out all of your Tide Cash ISA balance to another ISA provider. To start this, get in contact with your new ISA provider to arrange the transfer. Once they get in touch with us, the transfer usually takes up to 15 working days or 30 calendar days if you transfer to a non-cash ISA. If you withdrew any interest you've earned before starting the transfer out, you won't be able to replace that withdrawn interest or previous year subscriptions. You will not be able to make payments into and out of your Tide Cash ISA while the transfer is happening.
- 9.2. We do not offer partial transfers out. A transfer out request will result in the closure of your Tide Cash ISA.

#### **9. Closing your Tide Cash ISA**

- 9.1. You can close your Tide Cash ISA at any time by contacting our Member Support Team via the in-app chat or by email to [hello@tide.co](mailto:hello@tide.co). If you close your Tide Cash ISA within 14 days of opening, any money you paid into it will not count towards your annual ISA allowance.
- 9.2. We may close your Tide Cash ISA by giving you at least 2 months' notice.
- 9.3. On termination of your Tide Cash ISA any interest accrued up to the termination effective date will be transferred to your Nominated Account. Before your Tide Cash ISA can be fully closed, you will need to transfer any balance remaining in your Tide Cash ISA to another ISA provider or pay it back to your Nominated Account.
- 9.4. The termination of the Tide Membership Terms or of the Tide Business Account also terminates these Tide Cash ISA Terms and your Tide Cash ISA will be closed. You'll need to transfer your Tide Cash ISA to another ISA provider or withdraw your funds so that the Nominated Account can be closed. In the event either scenarios are not possible, you must provide us with the details of a UK bank account in your name to receive the remaining balance of your Tide Cash ISA.
- 9.5. We may close your Tide Cash ISA and terminate these Tide Cash ISA Terms immediately, without prior notice, in any of the following circumstances:
  - a. Any event that entitles us to terminate your Tide Membership or close your Tide Business Account under their respective terms.
  - b. You no longer meet the eligibility requirements to hold a Tide Cash ISA.
  - c. You seriously break any part of these Tide Cash ISA and/or ClearBank Cash ISA Terms.

## **9. Can I open additional Cash ISAs?**

**9.1.** You can only have one Tide Cash ISA with us. However, you may hold other ISAs (including other cash ISAs) with different providers, as long as the total aggregated amount across all of them stays within the overall annual ISA limit allowance.

## **10. Do any account limits apply?**

**10.1.** You may only deposit into your Tide Cash ISA funds up to the maximum annual cash ISA allowance set by HMRC.

**10.2.** Payments from and into your Tide Cash ISA might be subject to limits and restrictions we set from time to time. Please see clause 19 of the Tide Membership Terms for details on limits applicable to your account.

**10.3.** We may reject transactions instructed on or initiated against your Tide Cash ISA where the payment transaction in question would result in an Account Limit or your ISA annual allowance to be exceeded. If you need further information about the limits applicable to your account or in case you require a review and increase of your limits, you may contact our Member Support Team at any time.

**10.4.** We will let you know if your Tide Cash ISA becomes void because it no longer meets the eligibility requirements. If this happens, you'll still be able to access your Tide Cash ISA and take your money out. However, you won't be able to add any new money into Tide Cash ISA until we confirm you're eligible again.

## **11. Your statements**

**11.1.** Once a month, we will provide you via the Tide Platform with statements in .pdf format setting out information in respect of your Tide Cash ISA, including details of interest payments. You will be notified by us when your statement is available on the Tide Platform to view and download.

## **12. Blocking and Suspension**

**12.1.** We may block or suspend your ability to access and to make payments to and from your Tide Cash ISA in any of the following circumstances:

- a. Any event that entitles us to block or suspend your Tide Membership or your Tide Business Account under their respective terms;
- b. You have broken these Tide Cash ISA Terms in a serious way;
- c. Your access to your Nominated Account has been blocked or suspended.

## **13. If something goes wrong**

**13.1.** If a transfer out of your Tide Cash ISA was made incorrectly because it wasn't sent to your Nominated Account in accordance with your instructions, the transfer amount and any charges linked to that payment will be refunded. If a transfer you requested us to make to your Nominated Account is late due to our error or a transfer you received to your Tide Cash ISA is late due to our error, your Tide Cash ISA will be put back to the position that it would have been in if the error hadn't been made. Please refer to clause 10 ("If something goes wrong") of the Tide Business Account Terms for further details what happens if something goes wrong as it applies accordingly to your Tide Cash ISA.

## Appendix 17 - Tide Investment Account Terms with Tide Capital Limited

(applicable to Tide Members who have a Tide Business Account)

24 June 2026

Please read these terms carefully – they apply to all Tide Members. Tide Members seeking to open a general investment account will contract with Tide Capital Limited ('TCL'). TCL is part of the Tide group.

Referred to also as the "TIA Terms," these provisions govern the provision of Tide Investment Accounts (also referred to in these Terms as the "TIA", "Service" or "Services") offered by TCL via the Tide Platform. References to "we," "us," and "our" pertain to either TCL or Tide, as applicable. These TIA Terms should be read in conjunction with the Tide Membership Terms, which govern any matters not explicitly addressed within this document.

If there is any inconsistency between these terms and any other document we provide you with, for the purposes of governing TCL's relationship with you for your Tide Investment Account these terms will apply. Any capitalised terms used here but not defined shall have the meanings given to them in the Tide Membership Terms.

Tide Capital Limited, registered in England and Wales under No. 12180750, registered office 4th Floor The Featherstone Building, 66 City Road, London, United Kingdom, EC1Y 2AL, is an appointed representative of P1 Investment Services Limited which is authorised and regulated (firm reference number 752005) by the FCA to carry out such regulated activities as are involved in the provision of Tide Investment Account. As an appointed representative, TCL arranges deals in investments on behalf of P1 Investment Services Limited.

You will also need to appoint a Custodian to ensure the safe custody of the cash and assets in your Tide Investment Account. By entering into these Terms you permit Tide, as your agent, to appoint Seccl Custody Limited on your behalf to carry out the execution and Settlement of investment trades for you. We have also arranged for Seccl as Custodian to hold your Cash and Assets safely, subject to the terms referred below in Schedule 1 to these TIA Terms. Seccl is authorised and regulated by the FCA (firm reference number 793200) and registered in England and Wales under No. 10430958, registered office 20 Manvers Street, Bath BA1 1JW.

By entering into these TIA Terms you also authorise us, acting as your agent on your behalf, to enter into the Custody Terms at Schedule 1. Please note that Schedule 1 to these TIA Terms creates direct contractual rights and obligations between you and Seccl in relation to how your Cash and Assets are held by Seccl as Custodian. You will be a client of Seccl for the execution and Settlement of investment orders under the relevant provisions of Schedule 2 of TIA Terms and for custody and related services carried on under the Custody Terms referred in Schedule 1 of these TIA Terms.

In addition to these documents, you should also refer to other documents mentioned in these TIA Terms, such as the Key Investor Information Document and Tide Membership Terms.

### Definitions

**Assets:** means investments (other than Cash) held within your Tide Investment Account such as units or shares in Funds and other investments available to be held through your Tide Investment Account.

**Available Cash Balance:** means the cash balance available within a Tide Investment Account(s) at any given time.

**Business Day:** means any day when the London Stock Exchange is open for business.

**Cash:** means any cash balances, distributions and other amounts received or receivable as cash in your Tide Investment Account from time to time.

**Charges:** means any charges payable in connection with your Tide Investment Account. This includes Tide Charges and dealing charges.

**Custodian:** means Seccl Custody Limited, a firm authorised and regulated by the FCA under reference number 793200 which provides custody services to you.

**Custody Terms:** means the agreement between you and Seccl in relation to how your Cash and Assets are held by Seccl as Custodian referred to in Schedule 1 to these TIA Terms and to which you agree to enter into directly with the Custodian via Tide, acting as your agent, in accepting these TIA Terms.

**FCA:** means the Financial Conduct Authority or any successor authority.

**FCA Rules:** means the FCA's Handbook of rules and guidance, as amended or replaced from time to time.

**Fund:** means an FCA authorised investment fund available on Tide Platform.

**HMRC:** means HM Revenue & Customs.

**Income:** means all payments received by a Member as taxable income distributed from that Member's Assets (for example dividends and interest).

**Nominee:** means a company (or entity) created for the purpose of holding Assets as registered owner on behalf of the person entitled to the benefits or ownership of the Asset. The Nominee is Digital Custody Nominees Limited, or any other Nominee as appointed by Tide, or by the Custodian. Digital Custody Nominees Limited is a wholly owned subsidiary of Seccl Custody Limited and its registered address is: 20 Manvers Street, Bath, England, BA1 1JW.

**Order Execution Policy:** means the document in Schedule 2 to these TIA Terms setting out the approach the Custodian will take when executing investment instructions, to establish the best possible result for you in accordance with Applicable Law.

**Tide Platform:** has the meaning given to it in Tide Membership Terms, that also allows you to access a range of Assets via a general investment account.

**Tide Investment Account:** means the account on Tide Platform that we open in your name to record your Assets and Cash. It allows you to administer and hold your Investment Accounts, including the underlying Assets and Cash held within them.

**Tide Charge:** means the charges payable by you in relation to using Tide Platform and Tide Investment Account as detailed in the Fee Schedule of Tide Membership Terms and available in Tide App.

**Settlement, Settle:** means the process by which Assets are delivered from one party to another. It involves the contractual exchange of these Assets and Cash from buyer to seller.

**US Person:** means any individual or non-individual that meets any one or more of the criteria of a US Person as defined by either the US Securities Act or Internal Revenue Code as amended from time to time.

**Valuation Point:** means the time used by Fund managers or providers of Exchange-Traded Assets to price units or shares in their Assets that are either bought or sold.

**Valuation Statement:** means a statement provided for you every three months that details all of the activity on your Investment Account in that period. This will include all Charges paid out of your Tide Investment Account during that same period.

### **1. The capacity in which we act for you**

We act as an intermediary. We are not a fund manager or custodian. We will usually act on your behalf when arranging for your investments and providing you with the functionality to invest your Cash and Assets.

We operate on a non-advised basis. This means we do not provide any advice or make personal recommendations. You are responsible for deciding if a Fund is right for your business and it is essential you check that your selection is suitable for your needs.

We do not act as your fiduciary and we do not owe you any fiduciary duties. Our duties to you are limited to those set out in these TIA Terms and under applicable law and regulation.

Our Services are offered subject always to eligibility requirements.

### **2. Client categorization**

We will treat you as a retail client. Retail clients benefit from the highest degree of protection under the FCA Rules. You have the right to request a different categorisation (e.g., as a Professional Client), but please note that if we agree to this request, you will lose certain protections under the FCA rules.

### **3. Opening a Tide Investment Account**

If you are eligible, when you open a Tide Investment Account, you open and invest Cash into a general investment account that is subject to taxation.

Before opening a Tide Investment Account, you agree and confirm that:

- You have the necessary authority to make these declarations on behalf of your company;
- The information you provided to Tide is correct;
- You are responsible for checking whether Tide Investment Account and/or any Assets are suitable investments under the terms of the constitutional documents of your company and applicable law;
- You shall ensure that the copy of Seccl Custody Terms is signed by all required authorised signatories of your company and such copy is obtained and promptly provided to us by our chosen online sharing portal or other method that we agree from time to time;
- You shall notify us of any changes to the directors of your company;
- Your company is incorporated in the United Kingdom;
- Your company is not subject to tax reporting requirements in a country other than the United Kingdom.

You can check the latest valuation of your Tide Investment Account by logging into Tide Platform. Any suspended Assets will be valued at the last known price available. We will also provide a Valuation Statement every three months.

We reserve the right to correct any erroneous records relating to your Tide Investment Account without first giving notice to you.

Where applicable, we will provide you with a tax statement and contract notes for each transaction executed for each Tide Investment Account. Contract notes are the evidence that you have bought or sold an Asset including the Assets traded, the price received and the date on which the transaction was executed. They will be available in the Tide App.

### **3. Eligibility**

3.1. You can apply to open a Tide Investment Account if you are:

3.1.1. a UK resident for tax purposes;

3.1.2. not a US Person; and

3.1.3. you are a corporate entity (such as a private or public limited company, a limited liability partnership, a partnership or a sole trader).

3.2. It is your responsibility to ensure that, under applicable law and the constitution of your corporate entity, you have the necessary authority to instruct us to open a Tide Investment Account and make investments in Assets. We may request evidence of this.

3.3. It is not our responsibility to check that any Tide Investment Account is suitable or appropriate for you.

3.4. If you cease to meet any of the criteria in this clause, at any time, please notify us immediately. We reserve the right to place restrictions on your Tide Investment Account or close your Tide Investment Account if you no longer satisfy these criteria.

3.5. Please note that providers of Assets (such as Fund managers) may also apply eligibility criteria. This could, for example, include restricting access to their Assets to UK residents only. Consequently, depending on your particular circumstances, you may not be able to invest in certain Assets through Tide Platform. It is your responsibility to check that you meet all eligibility criteria.

3.6. For each Tide Investment Account only the Administrators will be able to issue instructions. It is important that we are told of any changes to that person or to other relevant information relating to Tide Investment Account.

### **4. Payments into Tide Investment Account**

4.1. All Cash payments must be made in pounds sterling.

4.2. At the moment direct debits into Tide Investment Account are not available.

4.3. You can make a payment into your Tide Investment Account electronically by FPS. All payments must be made from your Tide Business Account, or, where applicable, a nominated Non-Tide Account.

4.4. Only Administrators may authorise transfers of Cash into your Tide Investment Account. We do not accept any liability for any tax or other charges that arise as a result of any transfer made.

4.5. You hereby confirm that all Cash and Assets transferred by you to Tide and the Custodian is your sole and beneficial property and is transferred to us free and clear of any lien, charge, or other

encumbrance. You agree that you will not charge, assign, or otherwise dispose of or create any interest therein, except through a transaction properly executed via the Tide Platform.

## **5. Your Responsibilities**

- 5.1. You agree to monitor and manage your Tide Investment Account and Tide Platform and report to us immediately any errors you believe exist. These could include instructions not executed, incorrect trades, transfers, valuations, or deductions from your Tide Investment Account. We may not be liable for the cost of errors identified.
- 5.2. You should check your Valuation Statement. In the event of any queries or concerns you should contact us immediately.
- 5.3. You will inform us as soon as possible if there are any material changes to your circumstances, for example, your contact details or your Tide Business Account.
- 5.4. You must provide full and accurate information when opening your Tide Investment Account. If you fail to provide accurate or complete information, either deliberately or by being reckless or fraudulent, we may, at our discretion, close your Tide Investment Account, and/or suspend or terminate your Tide Membership.

## **6. Ownership and Custody of Cash and Assets on the Tide Platform**

- 6.1. We do not provide custody services for you but, acting as your agent, you authorise us to appoint Seccl Custody Limited, to do so. You therefore have a direct relationship with the Custodian for the custody of your investments, governed by the Custody Terms available in Schedule 1 to these TIA Terms.
- 6.2. It is important that you read the Custody Terms as they are legally binding on you and create direct contractual rights and obligations between the Custodian and you by applying for a Tide Investment Account, you consent to the appointment of Seccl and the Custody Terms.

## **7. Interest on Cash**

- 7.1. Cash held in your Tide Investment Account may be placed with a number of banks, in interest bearing accounts. You may therefore receive interest on any Cash held in your Tide Investment Account at the prevailing rate from time to time offered by such deposit takers.
- 7.2. The current rate is available here <https://seccl.tech/cash-interest/>.
- 7.3. Seccl will credit your Tide Investment Account with the earned interest at the end of each month and these amounts shall be automatically reinvested according to clause 12 of these TIA Terms into the Asset that you hold. If you hold more than one Asset, the interest shall be reinvested into the Asset with the highest balance.

## **8. Charges**

- 8.1. Charges applicable to your Tide Investment Account will depend on a number of factors, including the value of your Tide Investment Account and the Assets in which you invest. You will be able to check the details of the latest Charges applying specifically to your Tide Investment Account on the Tide Platform and in Appendix 18 to these Terms.

[Our Charges](#)

- 8.2. Our charges are set out in the Tide App and in the Fee Schedule and form part of our agreement with you.
- 8.3. Our charges may be subject to change. When we may change our charges, we will notify you according to Tide Membership Terms. This will not affect any of your rights to close your Tide Investment Account and terminate these TIA Terms with us.
- 8.4. We apply our charges on the value of the total Assets and Cash held in your Tide Investment Account, including any Assets suspended from trading, where applicable.
- 8.5. We charge an annual fee for investing through us. We apply this percentage to the value of Assets in your Tide Investment Account. We work out your fee each day, add it up for the month, and round it down to the nearest penny. Fees build up daily and are collected once a month automatically from your Tide Investment account.

#### How Charges are taken

- 8.6. By accepting these TIA Terms, you irrevocably authorise us and the Custodian to debit all applicable fees and charges directly from your Tide Investment Account.
- 8.7. You hereby consent to Tide and Custodian to sell part of your Assets held within the relevant Tide Investment Account to generate the necessary funds to cover any fees and Charges. An auto sell-down will be instructed from the largest holding in Tide Investment Account. This may result in a decrease of your Tide Investment Account value.
- 8.8. Where the Custodian is required to sell Assets to charge fees from Tide Investment Account, the Custodian will:
  - 8.8.1. sell sufficient Assets from the largest available daily traded Asset holding, which may include Assets which have been restricted. Where insufficient daily traded Assets are held, the Custodian will sell from the next largest available Asset holding and so on;
  - 8.8.2. if there are restrictions imposed on the number of shares/units which may be sold at one time, then the number of shares/units sold may be significantly higher than is required to cover for any fees and Charges;
  - 8.8.3. sell the entire holding if the Custodian would be required to sell more than 95% of a holding;
  - 8.8.4. only sell holdings in whole shares/units and round up to the nearest share/unit.
- 8.9. All Charges that we have deducted from your Tide Investment Account will be reflected on your Valuation Statement. You should seek independent advice to understand all charges and fees for which you may be liable.
- 8.10. We will not accept any liability where such a sale under this clause is made at a disadvantageous time, has a material effect on the balance of Assets within a Portfolio, or if you incur any tax liability.
- 8.11. We reserve the right to deduct all Charges incurred under these TIA Terms and any other liabilities from your Assets held in your Tide Investment Account, including those arising from deals placed with third parties on your instruction. Where possible, we will declare these Charges clearly in advance of your instruction.

#### Charges – Funds

8.12. A Fund manager may apply an annual management charge that reflects the cost of managing the investments within the Fund and expressed as a percentage of the value of the Fund. The annual management charge for a particular Fund is shown in the Key Investor Information Document (KIID) that you will be given. These Charges are usually deducted directly out of the Assets within the relevant Fund.

8.13. If a Fund in your Tide Investment Account is small, any Charges relating to the Fund may have a disproportionate effect on the value of the Fund.

8.14. For further details of Charges applied by Fund managers, please refer to their literature.

## **9. Buying and Selling Assets via the Tide Platform**

9.1. We offer a variety of Assets for you to invest in, including Funds, that may vary from time to time.

9.2. Not all of the Assets available on our Tide Platform are always available on all Tide Investment Accounts.

9.3. There are risks associated with investing which depend on the Assets you choose. For more detailed information please refer to the relevant documentation for your chosen Assets, such as a Key Investor Information Document. You are responsible for ensuring that any Assets that you choose are suitable for you and that you are eligible to invest in that Asset. If there is anything that you do not understand or agree with, you should seek independent advice before investing. The fact that an Asset is available does not imply that the Asset is suitable to your needs.

9.4. We may add or remove the Assets available to you through our Tide Platform at our sole discretion.

9.5. Delivery versus Payment Exemption. When you buy or sell assets on Tide Platform, the Custodian uses a system called Delivery Versus Payment (DvP) to ensure your Cash is exchanged for the investment simultaneously at settlement. By accepting these TIA Terms, you consent to the Custodian making use of the DvP Exemption as permitted by the FCA Rules. For you this may mean that:

9.5.1. For up to three (3) business days (DvP window) during trade settlement, your Cash or Assets may not be treated as "client money" or "safe custody assets" under FCA rules.

9.5.2. During this period, your Cash or Assets may be held in a non-segregated corporate account while the trade is settled through systems such as CREST.

9.5.3. If the Custodian fails during the DvP window, your Cash or Assets related to that settlement may not be "ring-fenced," and you would rank as an unsecured creditor of the Custodian.

## **10. Instructing us to buy or sell Assets**

10.1. Order instructions to buy or sell Assets must be provided online via the Tide Platform. Once we have received your order instructions, we will transmit them to Seccl. Telephone and written instructions will not be accepted.

10.2. You instruct us to accept as genuine and to authorise any instruction placed using your security details on Tide Platform unless you advise us that they have been compromised.

10.3. Orders placed through the Tide Platform may be sent automatically to an execution venue without being considered by any member of our or Seccl's staff.

- 10.4. When you place an order, it is your responsibility to ensure that there is sufficient Cash in your Tide Investment Account to buy an Asset. Neither we nor Seccl are responsible for any loss you may suffer due to a delay to the processing of your order caused by there being an insufficient Available Cash Balance in your Tide Investment Account. Seccl will only place an order on your behalf once Cash is available in your Investment Account. Some Assets are categorised as complex Assets in accordance with the Applicable Law.
- 10.5. Instructions to us to buy and sell Assets on your behalf will be transacted directly by Seccl with the third party concerned (such as a Fund manager), in accordance with Seccl's Order Execution Policy set forth in Schedule 2 to these TIA Terms. By applying for a Tide Investment Account you consent to Seccl's Order Execution Policy, which is designed to ensure that Seccl obtains the best possible result for you in accordance with applicable law.
- 10.6. Seccl will exercise all reasonable professional care in the execution of deals and selection of brokers, banks and other third parties whom Seccl may from time to time instruct and neither we nor Seccl shall incur any liability whatsoever to you for any loss or diminution in the value of Assets as a result of their actions unless we or Seccl fail to do so. If we or Seccl make an error, we or Seccl respectively, as applicable, will correct your Investment Account accordingly. We (or Seccl, where applicable) will ensure that our action to correct the matter will be fair to you.
- 10.7. As explained in Seccl's Order Execution Policy, you authorise Seccl to execute transactions on your behalf outside of an UK regulated market (such as a stock exchange or multilateral trading facility) where appropriate.
- 10.8. Some orders may be aggregated and a bulk deal placed. Seccl's Order Execution Policy governs the placement of such deals. When orders are disaggregated, there may be penny rounding differences which cannot be allocated at a Member level. Where this occurs, Seccl will pay any such roundings to a registered charity annually.
- 10.9. You may be able to cancel an unexecuted order on your Tide Investment Account via the Tide Platform. However, please note that there may be a slight delay between the order being executed and it then being removed from the list of pending deals on the Tide Platform. It may not therefore always be possible to cancel an order shown as pending. And in that case, you may have to buy or sell the Asset again and you may not get back the original value of your investment.
- 10.10. We or Seccl may cancel a transaction without notice where it is believed there is a valid reason, including where we or Seccl are requested to do so by a third party involved in executing a transaction such as an exchange (like the London Stock Exchange) or a counterparty. Neither we nor Seccl will be liable for any loss you incur as a result of such circumstances.
- 10.11. We and Seccl reserve the right to reject an order. For example, levels of trading are actively monitored and acceptance of orders from Clients who have a history of excessive trading or whose trading has been disruptive may be refused.
- 10.12. Certain Assets may have a minimum trade value. Consequently, a trade placed for less than this amount will be rejected, and we will inform you in Tide App.
- 10.13. In instances where a payment to your Tide Investment Account is unpaid for any reason, you will be held accountable for any loss that may arise due to market movement.
- 10.14. You can instruct us and Seccl to 'raise a trade' based on the end of day price of the asset of the preceding business day, up to a maximum of 80% of the asset value. At the point that the trade executes, if you have insufficient units/shares to raise the requested amount, based on the current day's price, the trade will not be executed. In this scenario you will be required to re-request the trade

based on the new prices. We will only require the trade to be re-requested if the difference in the price at the point of execution is greater than 20% from when the trade was instructed.

10.15. We reserve the right to remove the 'raise a trade' feature or change the maximum price variance at which a trade needs to be re-requested/re-booked.

10.16. You are not permitted to trade to take advantage of "market timing". This covers circumstances where, for a short period, Asset pricing does not yet reflect a potentially significant market impact. For example, a Fund with a Valuation Point of 12pm UK time may allow for trading in other time zones before being re-priced. Seccl will discuss suspected market timing activity with relevant third parties (such as Fund managers and stockbrokers) and adjustments may be applied after trades to account for major market movements.

10.17. Where there is a need to fulfil due diligence under FCA or UK anti-money laundering legislation we and Seccl reserve the right to defer Settlement. We may also ask you for additional documentation if required by us, Seccl or third parties under UK anti-money laundering legislation and guidance.

10.18. For Funds, Seccl delivers Assets or the proceeds of a sale to your Investment Account when the trade Settles.

10.19. The proceeds of the sale of an Asset will usually only be paid to your Tide Business Account.

10.20. Seccl will place any order in good faith and will assume you have understood that money placed in Assets outside the UK regulatory regime may not provide the same protection as UK Assets.

10.21. Where applicable, Seccl's policy in respect of the use of proceeds from the sale of Assets is as follows:

10.21.1. Cash proceeds from confirmed (but not Settled) sales can be used to buy both new Assets or new investments in Model Portfolios.

10.21.2. For investments outside of a Model Portfolio, new Asset purchases which have been confirmed (but not Settled) can be sold. However, for Model Portfolio rebalances, new Asset purchases must be Settled before being sold.

Seccl reserves the right to vary any aspect of the above policy without notice.

10.22. Seccl has discretion to apply Cash to a Tide Investment Account on a day other than a Business Day. After you have made your investment, Seccl may have to adjust your holding (for example, on the basis of instructions received from a Fund manager or counterparty).

## **11. Buying and Selling Funds via the Tide Platform**

11.1. Once cleared Cash is available in your Tide Investment Account, Seccl will try to place any trades within the next two Valuation Points. For some Funds the next available Valuation Point may be later than one Business Day after the order has been placed.

11.2. Some Funds available on the Tide Platform are dual priced. The price Seccl trades at for these Funds may be different to the price listed at a particular point in time on the Tide Platform. It is your responsibility to research the pricing of any Funds you select.

- 11.3. Fund managers may automatically correct pricing errors and not inform Sec1 if it is below 0.5% of the Fund value. There may be some occasions when your order is sold at the erroneous price and the Fund manager will not correct the price.
- 11.4. Some Fund managers will only accept purchases or sales to the nearest decimal place as specified by them. In such circumstances there may be small residual amounts of Cash which will be retained within your Tide Investment Account.
- 11.5. Settlement of a Fund sale will take place on the intended Settlement date at the point of execution.
- 11.6. Please seek independent advice for more information on specific terms relating to Fund trading and pricing.

## **12. Automatic reinvestment**

- 12.1. You agree and acknowledge that, unless you instruct us otherwise, any uninvested Cash and Income in your Tide Investment Account will be automatically reinvested into the same Fund on your behalf.
- 12.2. You may choose to not use automatic reinvestment by contacting our member support. In this case any uninvested Cash (if it exceeds a minimum transfer amount that will be indicated in Tide App) will be automatically withdrawn to your Tide Business Account.

## **13. Withdrawals and transfers from your Tide Investment Account**

- 13.1. You may withdraw Cash from your Tide Investment Account to your Tide Business account (or, where applicable, to a nominated Non-Tide account) by using BACS or Faster Payments.
- 13.2. Any withdrawal or transfer requests are subject to the settlement of any outstanding investment order(s) and Charges. Any remaining Cash will then be paid to you or transferred out. Please note that we do not withhold any tax liabilities and you are solely responsible for paying any applicable taxes.
- 13.3. Recurring withdrawals are not yet possible. If you opt out of automatic reinvestment pursuant to section 12 of these TIA Terms, the uninvested Cash and Income shall be transferred to your Tide Business Account.
- 13.4. Any deposits or withdrawals of Cash or instructions to buy, sell or transfer Assets, through the Tide Platform, will be recorded and managed in accordance with the FCA Rules. Sec1 will ensure any investment instructions arranged by Tide are completed in accordance with these TIA Terms.

## **14. Corporate Actions and reports**

- 14.1. Assets in which you invest may be affected by "Corporate Actions" (i.e. something that will bring about a change in the investments you hold such as rights issues, stock splits, mergers and name changes). Some Corporate Actions require a choice to be made in respect of your holdings in a particular Asset, such as a Fund. This is known as an election.
- 14.2. Subject to applicable law and these TIA Terms, we will be under no obligation to provide proxy voting services and will not be required to exercise any rights or take any action whatsoever in respect of Corporate Action events. We will process mandatory corporate actions and elective actions with the default option.

14.3. Where a Corporate Action does not require election, we will inform you of the details after the effective date of the Corporate Action. All mandatory Corporate Action communications will be notified electronically to you.

14.4. If a Corporate Action results in a change to an Asset or creates Assets that cannot be held on the Tide Platform, we reserve the right to return the Asset to you. We may also request that you sell or switch out of the Asset before the election deadline.

14.5. Certain Corporate Actions (such as consolidations) may result in fractional allocations of shares and/or Cash distributions. For example, if the terms of a consolidation were 1 share for every 10 held, this could result in a fractional entitlement. Fractional entitlements will be sold where possible, and the Cash proceeds distributed to Members as appropriate.

14.6. We will not forward company reports relating to your Assets. We are also unable to pass on to you any shareholder perks relating to Assets held by you.

14.7. We will not contact you regarding shareholders' or unit holders' meetings or to vote.

## **15. Taxation**

15.1. Tide shall not be liable for any tax consequences or liabilities that you may have in relation to your Tide Investment Account.

15.2. You will be wholly responsible for your tax liabilities. Levels of taxation and tax relief are subject to change and depend on your individual circumstances. Please refer to a suitably qualified professional for any relevant legal, investment or tax advice specific to your individual circumstances.

15.3. We are required under applicable law to collect certain information about your tax residency. We may be obliged to share this and other Tide Investment Account and Member Account information with authorities per request.

15.4. We will not accept responsibility for not receiving a reduced rate of withholding tax as a result of incorrect or incomplete documentation.

15.5. Except where explicitly stated, all Tide Charges are deemed inclusive of any taxes that may apply. It is your responsibility to confirm whether VAT or other taxes are to be applied on any other Charges paid from your Tide Investment Account.

15.6. Should you hold overseas Assets, it remains your responsibility to ensure that you understand the tax position for your chosen Assets. This will be wholly dependent on your personal circumstances and compliance with any relevant procedures for the jurisdiction in which the Assets are based.

## **16. Termination of these terms closing your Tide Investment Account**

16.1. We may terminate these TIA Terms on the same grounds as the Tide Membership Terms. Termination of these TIA Terms will lead to automatic closure of your Tide Investment Account.

16.2. Closure of your Tide Business Account or termination of your Tide Business Account and/or Bank Account Terms will terminate these TIA Terms.

16.3. Termination of your Tide Membership Terms will automatically terminate these TIA Terms. Termination of these TIA Terms alone will not result in the termination of the Tide Membership Terms.

### Closing your Tide Investment Account

- 16.4. You may close your Tide Investment Account and terminate these TIA Terms at any time by contacting our member support.
- 16.5. We may close your Tide Investment Account and terminate these TIA Terms, as well as, at our discretion, suspend or terminate your Tide Membership immediately if you commit a breach of these TIA Terms and/or Tide Membership Terms. We will notify you of the closure in accordance with Tide Membership Terms.
- 16.6. Closure is subject to the settlement of any outstanding investment orders and Charges. If we do not know how much these amounts will be, we will keep an amount of Cash that we feel is reasonable and appropriate to cover such liabilities, and any remaining Assets will be transferred out.
- 16.7. Following settlement we will close your Tide Investment Account and transfer your Assets to you unless the rules of the Investment Accounts require us to transfer these Assets to another provider. The payment to you will normally be by BACS credit to your Nominated Bank Account.
- 16.8. If you breach these TIA Terms, Tide Membership Terms or Seccl Custody Terms, your Tide Investment Account may be closed at Tide and/or Seccl initiative. In this case, depending on the grounds of termination and our and Seccl's regulatory obligations, where applicable, your Assets will be sold by Seccl at the prevailing daily net asset value and transferred to you according to clause 16.7.
- 16.9. Should any payments (such as interest, dividends, tax reclaims) due to you arise after closure, we will pay this to you unless such payments amount to £10 or less which will be paid to a registered charity.

### Dormant Tide Investment Accounts

- 16.10. We may begin the process of closing your Tide Investment Account, if:
- 16.10.1. at least twelve years pass without having received any instructions relating to Assets held in your Tide Investment Account (excluding transactions such as payments or receipts of Charges, or similar items); or
- 16.10.2. at least six years pass without having received any instructions relating to Cash held in your Tide Investment Account (excluding transactions such as payments or receipts of Charges, or similar items).
- 16.11. We will contact you via your last known email address in your Account informing you that we may close your Tide Investment Account.
- 16.12. If we do not hear from you after taking reasonable steps to further contact you in accordance with applicable law, where there is a Cash balance or Assets:
- 16.12.1. we will close your Tide Investment Account, and
- 16.12.2. we will arrange for your Assets to be sold and for the Custodian to gift the proceeds or the Cash to a registered charity.

This means that the Custodian will cease to treat your Cash as client money, and you will lose the protection of your Cash being held in the Custodian's client account. This is a bank account owned and managed by the Custodian in accordance with the FCA's client money rules (CASS) for the benefit of Clients via a range of regulated banks.

16.13. If at any time in the future you contact us and ask us for payment of Cash or the proceeds from the sale of Assets, the Custodian will, once we have checked your identity, pay what is due to you.

## 17. Liability

17.1. You accept full responsibility for all instructions placed by you on Tide Platform and in your Tide Investment Account. All instructions made via Tide Platform are at your sole risk and you will be liable for any tax or other Charges arising from any transactions made through your Tide Investment Account.

17.2. We will not be liable to you or anyone else for any event which is outside our reasonable control (and which does not relate to or arise by reason of our fraud, wilful default, or negligence). Examples of these events are fire, war or civil unrest, Act of God, revolution, act of terrorism, flood or other adverse weather conditions, pandemic, any strike, or industrial action and/or government regulation. Seccl's liability to you and your liability to us and Seccl will be limited in the same way.

17.3. We do not guarantee and are not liable for the performance of your investments, their suitability and appropriateness.

17.4. We are not liable for any acts, omissions, or failures of the Custodian, except as required by law.

17.5. We will not be responsible for any losses you suffer as a result of:

17.5.1. your access to or use of, or any inability to access or use, Tide Platform and Tide Investment Account;

17.5.2. any negative tax implications of entering into a transaction via the Tide Platform and/or Tide Investment Account;

17.5.3. any delay or change in market conditions before an order is executed;

17.5.4. any action that a third party takes or fails to take, including the third party broker;

17.5.5. any information or services provided by third parties;

17.5.6. any exceptional event;

17.5.7. any manifest error;

17.5.8. any market disruption event;

17.5.9. your inability to communicate with us for any reason;

17.5.10. the unauthorised access by any person to Tide Platform and/or Tide Investment Account, and

17.5.11. your failure to limit such losses, including, but not limited to, your failure to do anything which would prevent potential losses, or that would reduce existing losses known or foreseeable by you, or that would have been known or foreseeable had you acted carefully.

17.6. Where Tide Platform is unavailable due to circumstances outside of our control, we do not accept any liability for any loss or damage arising out of or in connection with service disruption.

17.7. You will be responsible to us, Seccl and the Nominee for any liability or loss which we, Seccl or the Nominee may suffer or incur (including taxes for which you are liable and any expenses reasonably and properly incurred) in the proper course of administering your Tide Investment Account.

17.8. Nothing in these TIA Terms limits our or Seccl's liability under the FCA Rules.

17.9. Nothing included in the Tide Platform constitutes an offer or solicitation to buy or sell Assets by anyone in any jurisdiction in which such an offer, solicitation or distribution would be unlawful or in which the person making such offer or solicitation is not qualified to do so or to anyone to whom it is unlawful to make such offer or solicitation.

## **18. Financial Services Compensation Scheme (FSCS)**

18.1. Your investment may be covered by the FSCS. Details are available at [www.fscs.org.uk](http://www.fscs.org.uk).

18.2. If you make a valid claim against us and we are unable to meet our liabilities in full, you may be entitled to compensation from the FSCS, of up to £85,000. Seccl is also covered by the FSCS in respect of the services it provides to you (including execution, custody and, where applicable, as the provider of one or more of your Investment Accounts). You may be entitled to compensation from the FSCS of up to £85,000 where you have a valid claim against Seccl, and Seccl is unable to meet its liabilities in full.

18.3. Your Cash and Assets are always held separately from our or the Custodian's own accounts and from those with whom the investments are placed. As such, any insolvency practitioner should be obliged to return your cash and investment to you as part of any wind-down process. The insolvency practitioner may deduct fees before returning your remaining balance.

18.4. If a provider of any Asset fails financially, as long as the one selected is covered by the FSCS, your investments should remain covered up to a maximum of £85,000. However, this does not protect you against losses if the market were to fall in value.

18.5. The banks that our Custodian uses acknowledge your money is held as client money which is protected in the event of the insolvency of Tide or the Custodian.

18.6. In the event of the insolvency of one of the banks the Custodian uses, any Member money the Custodian holds for you is protected under the FSCS up to a maximum of £120,000 for each member, and bank with whom client money is held. This limit is applied to banks that are separately authorised and can only be applied once, therefore banks operating under different brands within the same authorisation are covered under the same limitation. The Custodian's current banking partner is Lloyds Bank plc. The Custodian will inform you if this changes.

18.7. The compensation limit of £120,000 includes any other money held by you in bank accounts with the authorised banks our Custodian uses, therefore if you have current or deposit accounts with the same bank these will all count towards the compensation limit of £120,000. Temporary high balances of up to £1 million are protected for a limited period of 6 months from when the amount was first credited to the account or became legally transferable. The FSCS website has further details on the definition of a temporary high balance.

18.8. For further information please visit the FSCS website ([www.fscs.org.uk](http://www.fscs.org.uk)).

## **19. Other important terms**

- 19.1. We may transfer our rights and obligations under these TIA Terms to someone else. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Agreement.
- 19.2. You may only transfer your rights or your obligations under these TIA Terms according to Tide Membership Terms.
- 19.3. Even if we delay in enforcing these TIA Terms, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaching these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 19.4. Any matters not expressly governed by these TIA Terms will be subject to the provisions of the Tide Membership Terms and references to TCL shall be interpreted to include Tide for those purposes, including, but not limited to, those relating to Getting in touch, Liability, Privacy, Suspension of Services, Changes to Tide Membership Terms (which shall be interpreted to include these TIA Terms too), Termination, Indemnity, and Intellectual Property.

## **20. Complaints**

- 20.1. Please see the 'Complaints' section of your Tide Membership Terms, which shall apply to complaints about the Services under these TIA Terms and details on how to contact the Financial Ombudsman Service if eligible.
- 20.2. If a complaint concerns services provided directly by Seccl, then we may transfer your complaint to Seccl. Otherwise, complaints relating to your Tide Investment Account will be handled by Tide.

## **21. Governing Law**

22. These TIA Terms shall be governed by the laws of England and Wales and any claim or dispute under these TIA Terms shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## **Schedule 1 to Tide Investment Account Terms - Seccl Custody Terms**

### **1. BACKGROUND**

- 1.1. Under TIA Terms, you consent to Tide Capital Limited ("Platform Provider") (acting as agent on your behalf) appointing Seccl Custody Limited ("Seccl") as your Custodian to provide the custody services described in this schedule (the "Custody Terms") to you. Seccl is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN, registration number 793200, to arrange, safeguard and administer custody of cash and assets.
- 1.2. Seccl is registered in England, registration number 10430958. To contact Seccl, you can write to 20 Manvers Street, Bath, BA1 1JW.
- 1.3. Terms not defined in these Custody Terms have the meaning set out in the Tide Investment Account Terms ("Platform Terms & Conditions") or the FCA Rules.

### **2. SYSTEM OPERATION - APPLYING AND TRANSACTING**

- 2.1. Seccl is authorised to ensure that the custody of your Cash and Assets are kept safe in accordance with Applicable Law.

- 2.2. Any deposits or withdrawals of Cash or instructions to buy, sell or transfer Assets, through the Platform, will be recorded and managed in accordance with the FCA Rules. Seccl will ensure any investment instructions arranged by the Platform Provider are completed in accordance with the Platform Terms & Conditions.
- 2.3. All Cash will be held with an approved bank in a designated client money statutory trust account. The account is held separately from any monies held by either Seccl or the Platform Provider.
- 2.4. Assets will be registered to Digital Custody Nominees Limited ("Nominee") which is a wholly owned subsidiary company of Seccl. This arrangement safeguards and segregates your Assets from those of Seccl. Seccl accepts the same level of responsibility under the FCA Rules to you for the Nominee.
- 2.5. Your Cash and Assets will be held in a pooled arrangement. This means that Seccl will have records that identify your individual ownership and entitlement to Assets. For operational and servicing purposes it is more efficient for Seccl to administer your investments on a pooled basis.
- 2.6. Where Assets are held in an "omnibus account", the legal title to these Assets will be in the name of the Nominee together with Assets held for other Clients. This means that Assets held for you will not be separately identifiable within the Nominee's account, only in Seccl's books and records. In the event of a default in relation to Assets held in an omnibus account, you may not receive your full entitlement if there is any irreconcilable shortfall in investments and may share with other Clients in the shortfall in proportion to your original share. There may also be a delay in receiving your entitlement to such investments.
- 2.7. Where Cash is held in a pooled account together with money from other Clients, you will not have a claim against a specific amount in a specific account. In the event that any bank with which Seccl has deposited the client money was to fail, you may not receive your full entitlement and may share in the shortfall with other Clients in proportion to your original share. This could include any fees deducted by insolvency practitioners.
- 2.8. Seccl will have instances where it needs to appoint third-party nominees or sub-custodians to maintain the custody services offered. By agreeing to these Custody Terms, you authorise Seccl to do this.
- 2.9. Seccl will use reasonable care and due diligence to perform its duties as Custodian.
- 2.10. Where Seccl receives income from your Assets, for example through dividend payments or fund distributions, Seccl will reconcile and credit these to your Investment Account(s). All overseas dividends are processed with standard rate withholding tax as applicable for the overseas territory.
- 2.11. As "Corporate Action" events arise (i.e. something that will bring about a change in the investments you hold such as rights issues, stock splits, mergers and name changes), Seccl will inform the Platform Provider who will take action as set out in Section A of the Platform Terms & Conditions.
- 2.12. Seccl will facilitate the transfer of Cash and Assets in accordance with your instructions and the Platform Terms & Conditions.

### **3. CASH PROCESSES**

- 3.1. Any Cash deposits or income will be credited to the relevant Investment Account once identified and reconciled by Seccl.
- 3.2. Seccl will pay any and all interest net of any amounts retained by the Platform Provider according to the Platform Terms & Conditions. Interest is accrued daily and paid monthly in the month immediately

following that for which it was accrued. Interest is calculated on cleared Cash balances. Interest which accrues on client money accounts will not be treated as client money until it is applied each month.

- 3.3. Where interest cannot be distributed due to rounding differences, the unallocated interest will be paid to a registered charity chosen by Seccl.
- 3.4. Seccl may use a combination of instant access, notice and unbreakable term deposit accounts to diversify the way it holds client money, where notice periods or unbreakable terms may be up to 95 days in accordance with the FCA Rules. In extraordinary circumstances, there may be a delay in receiving any withdrawals.

#### **4. SETTLEMENT**

- 4.1. Settlement of Assets will be in line with market best practice, see Schedule 2: Order Execution Policy.
- 4.2. For Model Portfolio and switch orders, Seccl will place a buy order after the sell instruction is confirmed by the Fund manager or the market. Seccl may delay the purchase of ETI orders if the intended Settlement date on the sale of a Fund is a day or more beyond that of the ETI order.

#### **5. ADVISER FEES & CHARGES**

- 5.1. Where Adviser Charges are to be deducted from an Investment Account, Seccl will process Adviser Charges in line with instructions submitted to the Platform. This includes any instructions relating to ad-hoc Adviser Charges or a change in the ongoing Adviser Charge rate applied to your Platform Account. We will treat instructions from your Adviser as having been fully authorised by you. If you become aware of an Adviser Charge that you have not agreed with your Adviser, please get in touch with the Platform Provider or your Adviser to discuss.
- 5.2. If you have an Investment Account from which Adviser Charges and/or DFM Charges are being taken but it no longer has sufficient value to pay these Adviser Charges or DFM Charges, Seccl reserves the right not to pay these Charges. You will still be responsible for paying those Charges to the Adviser or DFM.

#### **6. LIENS**

- 6.1. Seccl reserves the right to enforce the right of liens (a right for us to hold on to Assets in our possession pending payment of a debt you owe) over the Assets in specific circumstances and where agreed with the Platform Provider.

#### **7. COMMUNICATIONS**

- 7.1. All communication with you will be in English through the Message Hub.
- 7.2. Seccl will provide quarterly valuation statements and contract notes, which will detail the buys or sells instructed on your account. It is your responsibility to sign-in and read this information and it is important you notify the Platform Provider of any errors or omissions in respect of the accuracy of these documents.
- 7.3. Ad hoc statement requests are available to download from the Platform.

#### **8. COMPLAINTS**

- 8.1. Seccl has its own complaints policy. If you want to complain, please contact the Platform Provider first. If the complaint relates to services provided by Seccl, Seccl will provide the Platform Provider with all necessary information to resolve the complaint. The Platform Provider may ask Seccl to take control or assist with the complaint if necessary.
- 8.2. If you would rather contact Seccl directly, please contact Seccl by email at [support@seccl.tech](mailto:support@seccl.tech) or by post to The Compliance Officer, 20 Manvers Street, Bath, BA1 1JW.
- 8.3. If we do not resolve your complaint satisfactorily or fail to resolve it within eight weeks of receiving your complaint, you can also direct your complaint to the Financial Ombudsman Service at:
  - Exchange Tower, London E14 9SR.
  - Telephone: 0800 023 4567 or 0300 123 9 123;
  - email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk); and
  - website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## **9. REMUNERATION**

- 9.1. The Platform Provider pays Seccl for custody services. In some cases, this may be paid directly from your Platform Account depending on your Agreement with the Platform Provider.

## **10. CONFLICTS OF INTEREST**

- 10.1. Seccl maintains a Conflicts of Interest Policy independent of the Platform Provider. It is available by contacting the Platform Provider.

## **11. FORCE MAJEURE EVENT**

- 11.1. To the extent permissible under Applicable Law, neither you nor Seccl shall be responsible for any loss or damage suffered by the other by reason of any natural and unavoidable catastrophes that interrupt the expected course of events and restrict you or Seccl from fulfilling obligations under these Custody Terms. If such loss, damage or failure is, or may occur, due to such an event, each party will use reasonable endeavours to minimise the effects and will notify the other.

## **12. DATA PROTECTION**

- 12.1. In acting as your Custodian, Seccl will have access to the data you provide when you apply to the Platform. In the agreement between the Platform Provider and Seccl both parties are joint data controllers and have independent Privacy Policies which summarise how we will use your personal information and with whom we share it.
- 12.2. Seccl will use your details for regulatory reporting purposes and will not use or share your information for marketing purposes.
- 12.3. Seccl will retain your data and relevant communications for a period of seven (7) years from the date you close your Platform Account in line with FCA rules.

## **13. USE OF THIRD PARTIES**

- 13.1. To provide custody services Seccl will use the services of third party service providers.

13.2. Examples include the provision of: data and price feeds of assets, the execution of trading instructions, clearing and Settlement services, banking services, client verification, regulatory reporting, card payment services and the facilitation of automated transfer instructions.

13.3. Where services are provided by a third party, Seccl will use reasonable care and due diligence in selecting them and monitoring their performance. Except in relation to the services of the Nominee under clause 2.4, Seccl does not guarantee proper performance by the third party and will not itself be responsible if a third party provider fails to meet its obligations. If the third party defaults or becomes insolvent, Seccl will attempt to recover any losses you have suffered. However, if the third party cannot repay its creditors any shortfall may have to be shared proportionally among them, including you and other Clients, and you may lose some or all of your Cash or Assets. This may include circumstances where it is not possible under the relevant national law and the arrangements for the registration of legal title to the Assets to identify the Client Assets from the assets of the third party firm. In this situation, you will not necessarily be entitled to compensation from Seccl, and you may seek recompense from the FSCS.

#### **14. ACCOUNT CLOSURE**

14.1. Where your Platform Account has been closed, Seccl may pay away residual balances below £10 remaining on your Platform Account to a registered charity chosen by Seccl in line with FCA rules.

#### **15. TERMINATION**

15.1. Seccl may terminate the Custody Terms at any time by giving the Platform Provider thirty (30) days' written notice (subject to Applicable Law).

15.2. Seccl may also terminate the Custody Terms with immediate effect by written notice if required to do so by Applicable Law or on instructions from the Platform Provider.

15.3. In this event, the Platform Provider will instruct Seccl where to transfer your Assets and Cash. If the Platform Provider does not do so promptly, or if it no longer represents you, then Seccl will ask you and you will give the relevant instruction. Seccl will transfer your Assets and Cash in accordance with the relevant instruction or otherwise directly to you. The Custody Terms will continue to apply until the transfer is complete.

#### **16. SEVERABILITY**

16.1. If any part of the Custody Terms is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

#### **17. NOTICES OF CHANGE/VARIATIONS**

17.1. We may change these Custody Terms in whole or in part. We can do this for the reasons stated in our change control policy, a version of which is available from the Platform Provider.

#### **18. GOVERNING LAW**

18.1. The Custody Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.2. You agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Custody Terms or their subject matter or formation.

## 19. LIABILITY

19.1. Seccl will use all reasonable skill, care and diligence in acting as your Custodian. Seccl will be liable to you for any direct loss that is the result of negligence or failure by Seccl to account for Cash or Assets in Investment Accounts or through a breach of FCA Rules, unless any such failure is the result of the acts or omissions of you or the Platform Provider.

19.2. Nothing in these Custody Terms shall be read as excluding or restricting any liability Seccl may have for death or personal injury or any duty or liability it may have to you under the FCA Rules or regulatory system.

19.3. Seccl will not be liable for the following:

- loss of business, goodwill, opportunity or profit; or
- any special, consequential or indirect loss whatsoever.
- as a result of us doing (or not doing) anything in reliance upon an instruction given (or which we reasonably believe to have been given) by you;
- as a result of your decisions relating to the choice, purchase, retention and sale of any Assets in your Investment Account(s);
- from the default of any bank, fund manager or provider which holds your Cash and Assets (except as required under the FCA Rules);
- from the performance of any Assets;
- from any tax liabilities or charges that are incurred in relation to your Investment Account(s) and/ or the Assets held within it; or
- from any instruction sent by you that is not received by us, unless we do not receive it due to a fault or omission on our part.

19.4. You accept and acknowledge that the internet and the telecommunication systems may be subject to interruption or failure through no fault of ours.

### Schedule 2 to Tide Investment Account Terms - Seccl's Order Execution Policy

#### 1. Introduction

Under TIA Terms ("**Platform Terms & Conditions**"), you consent to Tide Capital Limited ("**Platform Provider**") (acting as agent on your behalf) appointing Seccl Custody Limited ("**Seccl**") as your Custodian to provide the custody services described in this schedule (the "**Custody Terms**") to you. The Order Execution Policy is aimed at providing a general understanding of the typical dealing arrangements provided by Seccl when using the Tide Platform.

Any reference in this Order Execution Policy "we", "us" and "our" are references to Seccl.

These arrangements may vary for different categories of investment types and are described below. In addition to the Platform Terms & Conditions of the service you consent to this policy, and it will apply each time we receive and place a client order for execution.

This document outlines our Order Execution Policy (the "**Policy**"), which details our obligation to take all sufficient steps to obtain, on a consistent basis, the best possible result ("**Best Execution**") when transmitting client orders for execution.

## **2. Transmission**

### **Exchange traded orders**

We place all Exchange-Traded Asset orders with Winterflood Business Services (“WBS”) for execution. In selecting WBS as our third party broker for execution, we have considered a number of factors, including (but not limited) to:

- the size and type of the transaction/order and the broker’s capabilities with respect to the relevant type of order, including its ability to execute the order in an appropriate timeframe;
- the competitiveness of applicable fees and commissions, which may be based on the size of the order or the price of the financial instrument;
- the broker’s reputation and responsiveness to requests for trade data and other financial information;
- the broker’s system capabilities of routing orders to execution venues where good liquidity is likely to be present;
- statistics and other information by independent consultants on the relative quality of execution services/financial services delivered by the broker;
- past performance in terms of the general value and quality of services provided by the broker;
- consistency of execution services provided.

We have satisfied ourselves that WBS has arrangements in place that enable us to meet Best Execution.

The execution factors applied by WBS when executing any orders that we place with them are set out in Section 3 of this policy. The current execution venues used by WBS are detailed in Section 10 of this policy.

### **Funds**

For Funds, client orders will generally be routed to the appropriate Fund manager for execution at the next available Valuation Point for that particular Fund. Clients’ orders may be aggregated as described in Section 6.

## **3. Best Execution Factors Applied by WBS**

When executing orders, unless otherwise specifically instructed, WBS will use price as the primary measure for achieving Best Execution. The following execution factors will be considered, and how these may be considered as part of the decision-making process in the context of the details below (listed in order of priority for a typical trade). Their importance will vary depending on the characteristics of the client order.

### **Price**

Price will be determined with reference to the execution venues to which WBS connects and on which the security is traded. WBS use automatic execution technology which will source the best price from a range of retail service providers and market makers. Where an electronic price is not available the order will be dealt manually by WBS’s dealing team.

### **Cost**

For orders where brokerage or exchange fees are applicable, WBS will not seek to pass these on to you. For international orders, certain costs (such as foreign exchange ‘FX’) may be passed through to you within the price spread, but WBS deem this to still result in the best overall outcome and hence total consideration for you. Any relevant commission rates will have been agreed with the client in advance.

### **Likelihood of Execution and Settlement**

Likelihood of execution is very high due to the relationships WBS has forged with its market maker and broker counterparties. Likelihood of Settlement is difficult to assess pre-trade, but WBS monitors the Settlement performance of each counterparty so there is a historical track record to base this decision on.

### **Size**

The size of the trade in relation to the liquidity of the stock may have significant influence on the best execution process and is directly correlated to the market impact (implicit costs).

### **Nature**

Consideration will be given to the liquidity of the stock on the order book at the relevant time. Execution may be heavily influenced by the level of on or off order book trading patterns in the stock. These factors plus the size of the order will determine the appropriate execution method. This may include the working of an order into the market place using an appropriate benchmark or immediate execution on an outright bid/offer price, for example.

### **Speed**

The importance of speed of transactions will vary. For example, to reduce the implicit costs associated with market impact, an order might be worked over a day or more. Different order types and specific instructions may also have a bearing on the speed of execution.

### **Other Relevant Considerations**

Careful consideration shall be given not just to each element in isolation, but also to any compromise or interaction between these factors. For example, size against market impact or speed against price, any of which might also be influenced by a client's specific instruction.

## **4. Order Types**

At present, we offer one exchange traded order type:

At Best Order – Deal immediately at the best available price for that size of order based on the execution venues available, without the client viewing the price in advance.

## **5. Specific Instruction**

Where you give us a specific instruction as to the execution of an order, we will execute the order in accordance with those specific instructions and you should be aware that doing so may prevent us from applying this policy to achieve Best Execution. Where your specific instructions relate to only part of the order, we will continue to apply our policy to those aspects of the order not covered by those instructions.

## **6. Aggregation and Priority**

For Funds, orders may be aggregated with the orders of other Clients and bulked prior to executing with the Fund manager. For exchange-traded orders, WBS may combine orders with orders for the account of other clients, or for its own account (including in relation to fractional orders). The aggregation of orders may operate on some occasions to a client's (or its customers') advantage and on some occasions to a client's (or its customers') disadvantage in relation to a particular order. The decision to aggregate will be taken in WBS's sole discretion and where orders have been aggregated, they will be allocated to clients on a pro-rata basis in accordance with WBS's order allocation policy.

Depending on price and the consideration received, the disaggregation of bulked proceeds may result in penny rounding differences which cannot be allocated at individual client level.

## **7. Charges, Dilution Levy or Exit Charges**

For Fund orders, fund managers may levy an initial charge on purchase orders and there is a risk that Fund managers apply a “dilution levy” to the order. This normally happens where there are sizeable buy or sell orders in the market. This is an extra charge placed on the transaction and will be applied proportionately to an order placed. Should this occur, it will be clearly detailed on the order confirmation that we will provide to you.

## **8. Venues**

For exchange-traded orders, WBS may use one or more of the execution venues listed in Section 10 to enable it to obtain the best possible outcome on a consistent basis when executing orders. WBS will regularly assess the execution venues available to ensure the best outcome. The non-exhaustive list of factors which influence their decisions include:

- Cost of Execution
- Level of liquidity available on a consistent basis – market share
- General quality of pricing available
- Cost, speed and reliability of connectivity; and
- Means and costs of clearing and Settlement.

## **9. Monitoring**

We will monitor the effectiveness of our policy to ensure that it consistently achieves the best possible result for our clients and to identify whether more favourable results could consistently be achieved by transmitting orders to other brokers or on alternative execution venues. We will review our execution arrangements and this policy at least annually, or whenever a material change occurs that affects our ability to obtain the best possible result for our clients.

Where we identify any deficiencies, we will take appropriate measures and effect suitable changes to our execution arrangements and/or this policy to address such deficiencies.

We will notify you of any material changes to our execution arrangements where they are relevant to you and any changes to this policy. Any such changes will come into effect the next time that we receive a client order for execution.

If you wish to discuss the above or have any further questions, please contact us.

## **10. Order Venues and RSPs**

WBS currently use the following execution venues:

- London Stock Exchange (LSE); including the Alternative Investment Market (AIM).

WBS currently use the following Retail Service Providers (Market Makers/Brokers):

- Canaccord
- Flow Traders B.V
- Investec Bank
- Jane Street Financial Limited
- Jeffries International Limited

- N+1 Singer
- Numis Securities
- Panmure Gordon Limited
- Peel Hunt
- Philip Securities
- Shore Capital
- Stifel Nicolaus Europe Limited
- Susquehanna
- Virtu Financial
- UBS Switzerland AG and
- Winterflood Securities

## Appendix 18 - Fee Schedule

(applicable to all Tide Members)

24 June 2026

This Fee Schedule should be read together with the Tide Membership Terms. It sets out the different fees Tide charges for the services and tools offered within the Tide Platform. Unless the context otherwise requires, capitalised terms used but not defined in this Schedule are defined elsewhere in the Tide Membership and Product Terms document.

1. Unless we agree to waive the fees, we charge the following fees:

	Tide Free (Lite) Membership Plan	Tide Smart Membership Plan	Tide Pro Membership Plan	Tide Max Membership Plan
<b>Core Fees</b>				
Application fee	Free	Free	Free	Free
General service fee				
<b>Tide Card Fees</b>				
Fee for Tide Card for Admin(s)	Free	Free	Free	Free
Fee for digital debit Tide Card for Admin(s)	Free	Free	Free	Free
Fee for an Expense Card seat (includes multiple cards for one user in physical or virtual form, as per clause 4.1.3 of the Tide Card Terms)	£5 plus VAT per month per seat	First Expense Card seat is free. Each additional Expense Card seat you have is £5 plus VAT per month	First two Expense Cards seats are free. Each additional Expense Card seat you have is £5 plus VAT per month	First three Expense Cards seats are free. Each additional Expense Card seat you have is £5 plus VAT per month
Fee for replacing issued physical Tide Cards, which for the avoidance of doubt includes Expense Cards	Free	Free	Free	Free
<b>Receipt of money and Payments</b>				
Number of free Eligible Transactions per month	5*	30*	Unlimited*	Unlimited*
Receipt of money into your Tide Business Account via Faster Payment	First 5* transactions free each month, then 20p per transaction	First 30* transactions free each month, then 20p per transaction	Free*	Free*
Receipt of money into your Tide Business Account via BACS				
Receipt of money into your Tide Business Account via CHAPS				
Funding your account via the 'Tide Add Money Feature'				
Faster Payment out				
Direct debit out				
CHAPS (outbound) Payment	£15	2 free payments	2 free payments	5 free payments

		per month. Then £15 per additional payment	per month. Then £15 per additional payment	per month. Then £15 per additional payment
Inbound and Outbound International Payments (Fee + FX markup)	<ul style="list-style-type: none"> <li>• 1,5 % to the FX Rate; plus</li> <li>• £1 per transaction</li> </ul>	<ul style="list-style-type: none"> <li>• 1,25 % to the FX Rate; plus</li> <li>• £0.5 per transaction</li> </ul>	0,75 % to the FX Rate	0,5 % to the FX Rate
SWIFT payments (GBP)	£10 per transaction	£7.5 per transaction	£5 per transaction	£3 per transaction
Inbound and Outbound SWIFT payments (non-GBP)	£10 per transaction, plus 1,5 % to the FX Rate	£7.5 per transaction, plus 1,25 % to the FX Rate	£5 per transaction, plus 0,75 % to the FX Rate	£3 per transaction, plus 0,50 % to the FX Rate
<b>Tide Card Transactions</b>				
Tide Card Purchase in GBP	Free	Free	Free	Free
Tide Card Purchases in GBP made outside the UK	2,75% of the transaction amount**	Free	Free	Free
Tide Card Purchase in foreign currencies (non-GBP)	2,75% of the transaction amount**	Free	Free	Free
ATM Withdrawal in GBP	£1 per withdrawal up to £500 and 0.25 % of the withdrawn amount for withdrawal above £500 (extra fees may be charged by certain ATM providers)	£1 per withdrawal up to £500 and 0.25 % of the withdrawn amount for withdrawal above £500 (extra fees may be charged by certain ATM providers)	£1 per withdrawal up to £500 and 0.25 % of the withdrawn amount for withdrawal above £500 (extra fees may be charged by certain ATM providers)	£1 per withdrawal up to £500 and 0.25 % of the withdrawn amount for withdrawal above £500 (extra fees may be charged by certain ATM providers)
ATM Withdrawal in GBP made outside the UK	For withdrawals up to £500 - £1 per withdrawal as well as 2,75% of the transaction amount** For withdrawals above £500 - 0.25 % as well as 2,75% of the transaction amount** (extra fees may	£1 per withdrawal up to £500 and 0.25 % of the withdrawn amount for withdrawal above £500	£1 per withdrawal up to £500 and 0.25 % of the withdrawn amount for withdrawal above £500	£1 per withdrawal up to £500 and 0.25 % of the withdrawn amount for withdrawal above £500

	be charged by certain ATM providers)			
ATM Withdrawal in foreign currencies (non-GBP)	For withdrawals up to £500 - £1 per withdrawal as well as 2,75% of the transaction amount** For withdrawals above £500 - 0.25 % as well as 2,75% of the transaction amount** (extra fees may be charged by certain ATM providers)	£1 per withdrawal up to £500 and 0.25 % of the withdrawn amount for withdrawal above £500	£1 per withdrawal up to £500 and 0.25 % of the withdrawn amount for withdrawal above £500	£1 per withdrawal up to £500 and 0.25 % of the withdrawn amount for withdrawal above £500
ATM balance enquiry	Free	Free	Free	Free
Fee for a Tide Transaction where currency is exchanged as part of the Tide Transaction				
<b>Cash Deposits</b>				
Cash Deposit to Tide Business Account at Post Office	£2.5 for deposits up to £500 and 0.99% of deposited amount for deposits over £500	£2.5 for deposits up to £500 and 0.5% of deposited amount for deposits over £500	£2.5 for deposits up to £500 and 0.5% of deposited amount for deposits over £500	£2.5 for deposits up to £500 and 0.5% of deposited amount for deposits over £500
Cash Deposit to Tide Business Account at PayPoint	3% of deposited amount	3% of deposited amount	3% of deposited amount	3% of deposited amount
<b>Tide Business Account Fees</b>				
Fee for closing a Tide Business Account	Free	Free	Free	Free
Fee for increasing the maximum balance of any of your Tide Business Accounts				
<b>Additional Business Accounts</b>				
Number of Additional Business Accounts allowed	None	1	2	3
Monthly fee for Additional Business Accounts already opened before 1 December 2024	£4.99 per account	Free if within the limit of 1, £4.99 per account above the limit	Free if within the limit of 2, £4.99 per account above the limit	Free within the limit of 3
Monthly fee for Additional Business Accounts applicable upon	£4.99 per account	Free if within the limit of 1, £4.99 per account	Free if within the limit of 2, £4.99 per account	N/A

cancellation or downgrading to a plan with lower allowance		above the limit	above the limit	
<b>Support</b>				
Use of the member support function on the Tide Platform	Free	Free	Free	Free
Lost and Stolen Phone Call	Local Rate***	Local Rate***	Local Rate***	Local Rate***

\*Monthly free transfer allowances are pro-rated for partial months when you join or switch plans. Unlimited free transfers are subject to Tide's [Fair Use Policy](#).

\*\*The percentage will be calculated based on the amount of the transaction after conversion.

\*\*\*Calls from mobile phones may vary.

2. We charge the following fees when you accept payments through the Tide Payment Acceptance Products (excluding VAT):

	<b>Pay as You Go - standard fees</b>			
	<b>Tide Card Readers</b>	<b>Tap to Pay</b>	<b>Payment Links</b>	<b>Instant Checkout</b>
<b>Transaction Fees</b>				
Domestic consumer Visa / Mastercard debit cards	1.5% +5p	1.5% + 11p	1.5% + 9p	1.5% +9p
Domestic consumer Visa / Mastercard credit cards	1.6% +5p	1.6% + 11p	1.6% + 9p	1.6% +9p
Domestic commercial Visa / Mastercard debit cards	2.99% +5p	2.99% + 11p	2.99% + 9p	2.99% + 9p
Domestic commercial Visa / Mastercard credit cards	2.99% +5p	2.99% +11p	2.99% + 9p	2.99% + 9p
American Express (all cards)	3.0% +5p	3.0% +11p	3.0% + 9p	3.0% + 9p
International (all cards)	3.25% +5p	3.25% +11p	3.25% + 9p	3.25% + 9p
Diners and Discovery (all cards) & All other cards	3.8% +5p	3.8% +11p	3.8% + 9p	3.8% + 9p
Pay by Bank	<b>Up to £1,000 – 1.50% fee</b> <b>£1,001 to £8,000 – £15 flat fee</b> <b>Above £8,000 – £5 flat fee</b>			
<b>Device fees</b>				
Card Reader Plus	£199	n/a	n/a	n/a
Card Reader	£159	n/a	n/a	n/a
<b>Other fees</b>				
Chargebacks	£25 per chargeback			

3. If you have subscribed to any tools under the Sell and Scale Toolkit Terms, you will get reduced transaction fees as described below. Any other fees not specifically discounted will still apply as shown in the table under section 2.

Tide Acquiring Subscriptions	Sell and Scale Toolkit - Tools			
	Get Invoices Paid tool for £9.99 + VAT per month	Sell More Online tool for £6.99 + VAT per month	Sell In-Person (buy device) tool for £17.99 + VAT per month	Sell In-Person (rent device) tool for £24.99 + VAT per month
<b>Transaction fees</b>				
Domestic consumer Visa / Mastercard debit cards	Payment Links 0.79% + 9p	Payment Links 0.79% + 9p  Instant Checkout 0.79% + 9p	Card Readers 0.89% + 3p  Tap to Pay 0.89% + 9p (0.89% + 3p until 15 July)	Card Readers 0.69% + 3p  Tap to Pay 0.69% + 9p
Domestic consumer Visa / Mastercard credit cards	Payment Links 1.2% + 9p	Instant Checkout 1.2% + 9p  Payment Links 1.2% + 9p	Card Readers 0.99% + 9p  Tap to Pay 0.99% + 9p	Card Readers 0.89% + 3p  Tap to Pay 0.89% + 9p
Domestic commercial Visa / Mastercard debit cards	Payment Links 1.99% + 9p	Instant Checkout 1.99% + 9p  Payment Links 1.99% + 9p	As per PAYG	As per PAYG
Domestic commercial Visa / Mastercard credit cards	Payment Links 2.1% + 9p	Instant Checkout 2.1% + 9p  Payment Links 2.1% + 9p	As per PAYG	As per PAYG
American Express (all cards)	Payment Links 2.5% + 9p	Instant Checkout 2.5% + 9p  Payment Links 2.5% + 9p	As per PAYG	As per PAYG
International (all cards)	Payment Links 2.2% + 9p	Instant Checkout 2.2% + 9p  Payment Links 2.2% + 9p	As per PAYG	As per PAYG
Diners and Discovery (all cards) & All other cards	Payment Links 3.5% + 9p	Instant Checkout 3.5% + 9p  Payment Links 3.5% + 9p	As per PAYG	As per PAYG
All other cards	As per PAYG	As per PAYG	As per PAYG	As per PAYG
Pay by Bank	1% (Capped at £5 per transaction)	n/a	n/a	n/a
<b>Device fees</b>				
Card Reader Plus	n/a	n/a	£139	1x Card Reader Plus included in tool

Card Reader	n/a	n/a	£119	n/a
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4. We charge the following periodic fees for our subscription-based plans, products and tools:

Subscription	Monthly fee
Smart Membership Plan	£12.49 (or £99.99 per year)
Pro Membership Plan	£27.49 (or £219.99 per year) <sup>2</sup>
Max Membership Plan	£69.99 (or £559.92 per year)
Accounting for sole traders	£13.99 + VAT
Accounting for limited companies	£19.99 + VAT
Admin Extra for sole traders	£17.99 + VAT
Admin Extra for limited companies	£24.99 + VAT
Accounting Connector	£6.99 + VAT
Invoice Assistant	£5.99 + VAT
Tide Payroll	£12 + VAT as well as £2 + VAT per additional user
Own Website	£7.99 + VAT
Sell In-Person (buy device)	£17.99 + VAT
Sell In-Person (rent device)	£24.99 + VAT
Sell In-Person (rent another device) boost	£14.99 + VAT
Sell More Online	£6.99 + VAT
Get Invoices Paid	£9.99 + VAT
Next (Business) Day Settlement	£2.99 + VAT
Credit Score Insights	£4,99 + VAT
Tide Instant Saver Boost	£99,99
Construction Cashback Boost	£8,99 + VAT

5. We charge the following fees for your Tide Investment Account:

<sup>2</sup> Existing Pro members as of 30 April 2026 will move to these prices from 1 July 2026. Existing Pro members on the annual plan as of 30 April 2026 will see the new annual price at their next renewal on or after 1 July 2026.

	Tide Free (Lite) Membership Plan	Tide Smart Membership Plan	Tide Pro Membership Plan	Tide Max Membership Plan
<b>Tide Charges</b>				
Annual Tide Platform fee (calculated daily based on the value of your investment in Tide Investment Account and charged monthly)	0.6%	0.5%	0.4%	0.3%