

**TIDE PLATFORM LTD**

**TERMS OF USE**

**1 July 2025**

## 1. THESE TERMS AS A FRAMEWORK AGREEMENT

1.1 The definitions set out in Schedule 1 apply in these Terms.

1.2 These Terms constitute a framework agreement between:

- (a) Tide Platform Limited, being a company incorporated in England and Wales with company number 09595646 and whose registered office and head office is at 4th Floor The Featherstone Building, 66 City Road, London, England, EC1Y 2AL (referred to in these Terms as “**Tide**”); and
- (b) You, being the business which has agreed to these Terms.

1.3 These Terms set out the terms of following services, which are accessible through the Tide Platform, are carried out by Tide and will be subject to this agreement:

- (a) directors, employees or order third parties being given, with your consent, access to the Tide Team Access Functionality;
- (b) the management of your Tide Account; and
- (c) all other services provided by Tide pursuant to these Terms (including but not limited to Paid Plans or other subscription based services, products, add-ons or tools). If you are not eligible for a certain service or product (or a particular feature under it), 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.

1.4 The [PPT Terms](#) are separate to these Terms and set out the terms of the following services, which are accessible through the Tide Platform and are carried out by PPT:

- (a) PPT issuing and storing your Electronic Money in GBP in your Tide E-Money Account;
- (b) Tide Platform Users entering into Payments; and
- (c) Tide Cardholders entering into Tide Card Transactions.

1.5 Before you can benefit from the Services, you are required to:

- (a) read these Terms and tick the box online confirming the accuracy of the information provided online and your agreement with these Terms;
- (b) read the PPT Terms and tick the box online or via email confirming your agreement with the PPT Terms;
- (c) provide us with such photographic identification, documentation and information as we may reasonably request to comply with regulatory obligations.

1.6 These Terms incorporate the [Cookie Policy](#), the [Privacy Policy](#) and the [Acceptable Use Policy](#) by this reference.

- 1.7 You confirm that you have provided the correct information during the process of creating a Tide Account and that the person(s) you have authorized as Team Members (as defined below) have full authority to act on your behalf and in accordance with these Terms. You undertake that, if your details change or if you no longer authorise a Tide Platform User or a Tide Cardholder to act on your behalf or a Tide Account Reader Employee or Tide Account Reader User to have access to the Tide Account Reader, you will notify us immediately. You shall bear any losses that occur due to:
- (a) the submission of invalid, incorrect or inaccurate information; and
  - (b) the actions of the Team Members (as defined below).

## **2. REGULATORY INFORMATION**

- 2.1 Tide is authorised by the FCA under the Electronic Money Regulations 2011 (register reference 900843) for the issuing of Electronic Money and for the provision of payment initiation services and account information services under the Payment Services Regulations 2017.
- 2.2 PPT, in the issuance of Electronic Money in GBP such as the Electronic Money issued pursuant to clause 1.4, is acting as an authorised electronic money institution. Tide is acting as PPT' EMD Agent with respect to Electronic Money in GBP. Please refer to the PPT Terms for further information. PPT is authorised by the FCA under the Electronic Money Regulations 2011 (register reference 900010) for the issuing of Electronic Money.
- 2.3 Tide, in relation to any insurance or credit broking services that it offers, is authorised and regulated by the Financial Conduct Authority (FCA registration number 718743).
- 2.4 Tide and PPT are subject to the Payment Services Regulations 2017. These regulations regulate how payments must be transmitted and provide protection when you send money.
- 2.5 If you require further information on the status of Tide or PPT as electronic money institutions or Tide as PPT' EMD Agent or as a credit broker, details are available on the FCA's website [www.fca.org.uk](http://www.fca.org.uk). The FCA can be contacted at 12 Endeavour Square, London, E20 1JN or on telephone number (+44) (0)20 7066 1000.

## **3. COMMENCEMENT AND TERM**

These Terms shall commence on the day that Tide confirms to you that your Tide Account has been approved and shall continue until terminated in accordance with clause 30 (Amendments to these Terms) and/or clause 33 (Termination).

## **4. YOUR TIDE E-MONEY ACCOUNT**

- 4.1 Your Tide E-Money Account is an account in which Electronic Money in GBP is stored in exchange for PPT receiving the corresponding funds on your behalf in accordance with the

PPT Terms. Your Tide E-Money Accounts are operated by PPT and accordingly the use of the same is subject to the PPT Terms.

4.2 When Electronic Money is stored in your Tide E-Money Accounts, PPT holding the funds corresponding to the Electronic Money is not the same as a bank holding money for you in that:

- (a) PPT must safeguard the funds received, in exchange for Electronic Money that has been issued, meaning that the funds will be protected by being held in a designated safeguarding account and not mixed with any of PPT's own funds and
- (b) PPT cannot and will not use the funds received, in exchange for Electronic Money that has been issued, to invest or lend to other persons or entities;
- (c) your Electronic Money will not accrue interest; and
- (d) your Electronic Money is not covered by the Financial Services Compensation Scheme.

The funds corresponding to Electronic Money will be held in one or more segregated bank accounts separately from PPT's own funds, in accordance with the provisions of the Electronic Money Regulations 2011.

## **5. THE TIDE PLATFORM**

5.1 As part of the Services provided under these Terms, we grant Tide Platform Users a non-exclusive, non-transferable right, without the right to grant sublicences, to use the Tide Platform during the term of this Agreement solely for your internal business operations. Tide Platform Users may access the Tide Platform via the Website and the Mobile App.

5.2 The Tide Platform is our portal where Tide Platform Users can:

- (a) add and remove Tide Cardholders;
- (b) add and remove Tide E-Money Account;
- (c) activate, suspend and terminate Tide Cards;
- (d) provide and withdraw consent for Team Members (as defined below) being provided with access to the Tide E-Money Account;
- (e) view the Tide Platform;
- (f) enter into, amend and revoke Payments;
- (g) draft and issue Customer Invoices (limits to number of invoicers per month apply);
- (h) upload and pay Supplier Invoices;
- (i) view a list of Tide Transactions that have already been entered into; and
- (j) view the balance of the Electronic Money you hold in your Tide E-Money Accounts.

## 6. TEAM ACCESS FUNCTIONALITY OF YOUR TIDE ACCOUNT

- 6.1 The Tide Account holder or the E-Money Account holder is the business named in the application form. On opening the Tide Account and Tide E-Money Account, the individual responsible for opening them (either a company director or a sole trader) shall be the administrator of such accounts (the “**Administrator**” or “**Admin**”) who will be able to provide instructions on tasks and transactions within the accounts. We are entitled to treat them as fully authorised by the business to access and provide instructions with respect to the Services and we are not required to verify their authority regarding instructions they provide. If your business is a limited company with more than one director registered in Companies house and if you are on a Paid Plan, you as the first Administrator can assign Administrator access to other directors of your company who are listed in Companies house. All Administrators who have successfully been added to the Tide E-money Account will have equal full access and rights to independently operate and manage the Tide E-money Account. This includes initiating any transactions, authorising other Admins and Team Members, managing subscriptions, add-ons and plans, etc. Full entitlements list will be made available to you in the Tide Platform before you grant Administrator access. One Administrator can revoke the access of another Administrator only if the latter has been de-registered as company director from Companies House. The number of Administrators that can be authorised depends on your membership plan. Read our [Frequently Asked Questions](#) to understand more on what’s available on your membership plan and how the Admin access is managed.
- 6.2 Any Administrator may authorise individual persons to have access to the Tide Account and the Tide E-money Account (“**Team Members**”). Administrators and Team Members may be referred together as “**Tide Platform Users**” in this document. The authorization 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 (a “**Tide Cardholder**”) (Tide Cards issued to Tide Cardholders or VDSP users 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. The level of access will be made available to you when you choose the respective role and before you authorise an individual under it. In some cases, such authorisation may also permit that individual to further delegate access to your 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 membership plan. For example, you can authorise individuals with the VDSP role only if you are on a Paid Plan. Read our [Frequently Asked Questions](#) to

understand more on what's available on your membership plan, how to add team members and manage their access.

6.3 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:

(a) information we request regarding them when you instruct their access to the Tide Platform or to a Tide Card (the Expense Card) is accurate;

(b) they are provided with a copy of the the Terms and any other terms relating to the use of the Tide Platform and the Services and comply with them as regards their use of the Services;

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

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

(e) if any Administrator has been de-registered 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 E-money Account, we may revoke their access on our own discretion.

6.4 You fully authorise Tide Cardholders to enter into Tide Card Transactions on your behalf, which will debit money from the Tide E-Money Account associated with the relevant Tide Card. It is your responsibility to ensure that you terminate a person from being a Tide Cardholder if you no longer want them to be able to enter into Tide Card Transactions, for example, because they are no longer employed by you. You, as the person who opened the Tide E-money Account of the business and the person who is granting access to other individuals, agree that you are the person who is legally responsible under the Terms for yourself, as an Administrator, and for any other Team Members that you authorise. All Administrators and other Team Members are acting on behalf of the business (limited company or sole trader) and all their acts and omissions shall be binding to the business. In particular you acknowledge that you will be held financially responsible for any transactions initiated by individuals that you have authorised and any fees and charges arising.

6.5 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 E-money Account and the Services 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.

## **7. PAYMENTS**

- 7.1 Payments are executed by PPT and are subject to the PPT Terms. The following provisions set out how you can instruct a Payment through the Tide Platform.
- 7.2 Tide Platform Users can make a request to enter into a Payment either through the Tide Platform or through a Payment Initiation Service Provider, on your behalf. The request through the Tide Platform can be made by logging onto the Tide Platform and:
- (a) clicking on the “make a payment” or “pay” button and following the on-screen instructions; or
  - (b) clicking on the “pay an invoice” section of the Tide Platform, uploading the relevant Supplier Invoice and completing the required fields and following the on-screen instructions.
- 7.3 The Fees for Payments are set out in clause 31.5 (Fees).
- 7.4 In order for a Payment instruction from you to be properly executed, you must provide us with the information or Unique Identifier which is necessary for the proper execution of the Payment instruction. If this is incorrect, it could result in the Payment being delayed or the monies transferred being lost. The information could comprise the Beneficiary Bank Account’s bank sort code and account number.
- 7.5 In order to complete the request to enter into the Payment, the Tide Platform User will need to confirm the details which have been entered by hitting the relevant button on the relevant part of the Tide Platform and complying with any additional security requirements requested on the Tide Platform.
- 7.6 Once the Tide Platform User has entered or confirmed (as appropriate) the information set out in clause 7.5 by clicking on the relevant button and/or complying with the additional security requirements on the Tide Platform, this will constitute the Tide Platform User providing consent to PPT for the Payment on your behalf for the execution of the Payment. You cannot revoke consent to enter into a Payment unless it is a Scheduled Payment, in which case you can revoke consent on the “make a payment” or “pay” part Tide Platform no later than the end of the Working Day before the agreed day of execution of the Scheduled Payment.
- 7.7 It is essential that each Tide Platform User checks the details of each Payment before providing its consent for the execution of the same as Tide is unable to recall a Payment once it has been executed, even if it is to one of your ‘known’ Beneficiaries.
- 7.8 The request to enter into a Payment shall be deemed to be received at the time at which it is received except that:

- (a) where the request is received on a day which is not a Working Day or is received after 3 pm, London time on a Working Day, we have the right to treat the request as having been received on the next Working Day; and
  - (b) where it is agreed between us and you that a Payment is to be executed:
    - (i) on a specified day; or
    - (ii) on the last day of a specified period; or
    - (iii) on the day on which PPT holds enough money on your behalf to execute the Payment.
- 7.9 The time of receipt of the request is deemed to be the day so agreed unless such day is not a Working Day in which case the request is deemed to have been received on the first Working Day thereafter.
- 7.10 Once the Payment has been completed, you will be able to view the completed Payment on the Tide Platform.
- 7.11 After we receive a request to enter into a Payment, we shall provide the following information:
  - (a) a reference enabling you to identify the Payment and, where appropriate, information relating to the Beneficiary;
  - (b) the amount of the Payment;
  - (c) the amount of the charges and transfer fees for the Payment payable by you (with a breakdown of such amounts where applicable); and
  - (d) the date of receipt by us of your request to enter into the Payment.
- 7.12 We will provide you with the information specified in clauses 7.11 and similar information relating to all Tide Transactions via PDFs made available on the Tide Platform, free of charge at least once a month. You will examine the confirmations and communications which we send to you within a reasonable time after receiving them and will promptly advise us without undue delay of any apparent mistake or discrepancy. Delay in notification may make correcting any error difficult.
- 7.13 Some Suppliers might accept payment by setting recurring payments to be deducted from your Tide E-Money Account on a regular basis. The amount of the recurring payment and the intervals at which the payments will be deducted is determined by the arrangement between you and the relevant Suppliers and their terms and conditions will apply. If you wish to amend or cancel your recurring payment, you may only do this by contacting the Suppliers directly.
- 7.14 The time period for PPT to execute Payments is set out in the PPT Terms.

## **8. BILLING**

- 8.1 We charge fees for certain services, products, tools and add-ons, either per transaction or as a subscription. 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 terms.
- 8.2 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.
- 8.3 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 etc.) and unless we tell you otherwise:
- (a) 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 4). After that, subscription fees are billed monthly in advance, typically on or around the 4th of each month.
  - (b) 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.
  - (c) 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 nontransferable 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.
  - (d) if these Platform Terms of Use 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 Platform Terms of Use (including the [Acceptable Use Policy](#)) and/or any product specific terms.
- 8.4 Authorisation for Direct Debit. You authorise Tide to debit your Tide Account for all fees as they become payable (including any transactional fees, or periodic/subscription-based fees, including unpaid loans or money required to correct any negative balance on other accounts you hold with Tide).

## **9. ISSUING CUSTOMER INVOICES AND RECEIVING MONEY IN EXCHANGE FOR THE ISSUANCE OF ELECTRONIC MONEY**

- 9.1 You can issue a Customer Invoice by entering the “invoicing” section of the Tide Platform and following the on-screen instructions. You will need to enter the following information:
- (a) details of what the invoice relates to;
  - (b) the amount of the invoice;
  - (c) the details of the Customer including their name and email address.
- 9.2 At the time of writing these Terms, you are only able to issue a Customer Invoice in GBP. This may change in future.
- 9.3 The Services allow PPT to receive money on your behalf in GBP and issue the corresponding amount of Electronic Money to your Tide E-Money Account.
- 9.4 Third Parties (including Customers) which want to pay you or send money to you, can use the Unique Identifiers set out in the PPT Terms.
- 9.5 It is essential that you enter the correct information when issuing invoices. You must check all the information on each Customer Invoice prior to confirming that the Customer Invoice is correct and sending it to your Customer, including the details of the Unique Identifiers which will be used by your Customer to pay you. If a Third Party enters the incorrect Unique Identifiers and either:
- (a) PPT does not receive the money; or
  - (b) PPT receives the funds but with the incorrect Unique Identifier.
- then neither we nor PPT are responsible for any losses you incur.
- 9.6 Once payment has been received and the corresponding Electronic Money has been issued to your Tide E-Money Account, you will be able to reconcile the Electronic Money issued against Customer Invoices issued (if relevant).
- 9.7 A payment coming into one of your Tide E-Money Accounts will not be credited if:
- (a) the Tide E-Money Account has reached its maximum Account Limit – see clause 17 for more information; or
  - (b) the amount of money being received is above the relevant payment limit – see clause 17 for more information;
  - (c) the sender has provided incorrect/invalid Unique Identifiers when instructing the payment; or
  - (d) we suspect the payment to be fraudulent;
  - (e) it is from a Restricted Country or a region that is outside the list that you selected when signing up to these Terms; or

- (f) it is from a country which is not a Restricted Country but receipt of money from that country does not fit your profile; or
  - (g) the sender of monies has failed one of our compliance checks, such as a politically exposed person check or a sanctions check.
- 9.8 You may receive payments larger than the limit imposed or from a country which does not fulfil your profile subject to a number of checks. You must inform us prior to receiving such a payment, allowing us enough time to conduct the required checks. You agree to provide us with all the information and documentation we require.
- 9.9 Cash Deposits are made via the Tide Card with partners of PPT pursuant to the PPT Terms.
- 10. TIDE CARD**
- 10.1 The Tide Cards are issued by PPT and the issuance and use of the same are subject to the PPT Terms. The Fees for the issuance and use of the Tide Cards are set out in clause 31.5 (Fees).
- 11. ATM WITHDRAWAL**
- 11.1 The Tide Cards are issued by PPT and accordingly ATM Withdrawals are subject to the PPT Terms. ATM Withdrawals are subject to the Fees set out in clause 31.5 (Fees).
- 12. TIDE CARD PURCHASE**
- 12.1 The Tide Cards are issued by PPT and accordingly Tide Card Purchases are subject to the PPT Terms.
- 12.2 We may instruct PPT, or PPT may decide themselves, to block Tide Card Purchases and ATM Withdrawals in Restricted Countries, including, for the avoidance of doubt, card-not-present Tide Card Purchases from merchants based in those Restricted Countries. We may block Tide Card Purchases and ATM Withdrawals in the Restricted Countries for any reason but most likely it will be to protect our members from the increased fraud and security risks associated with those countries. Accordingly, we recommend that you carry another method of payment with you when travelling outside the United Kingdom to assist you, if your Tide Card Purchases or ATM Withdrawals are blocked.
- 13. YOUR BALANCE AND NEGATIVE BALANCES**
- 13.1 You acknowledge that balances and available funds reported on the Tide Platform are only approximate real-time balances rather than the settled balances in your Tide E-Money Account. A real-time balance may not take into account pending debits and credits. Tide will provide you with information on pending debits and credits as soon as it has that information.

**13.2** If for any reason you have a negative balance in any of your Tide E-Money Accounts, 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 Terms in accordance with clause 33.3(a). In addition, we may:

- (a) exercise our right to automatically redeem your Electronic Money in one of your other Tide E-Money Accounts in accordance with clause 19 (Our Right to Compensation) of these Terms;
- (b) initiate a chargeback procedure for any specific transaction which led to your Tide E-Money Account having a negative balance;
- (c) close or suspend any or all of your Tide E-Money Accounts;
- (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.

**13.3** We reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.

## **14. SECURITY**

**14.1** We may stop:

- (a) Tide Cardholders' use of the Tide Cards; and/ or
- (b) Admins' and Team Members' use of the Tide Platform; and
- (c) on reasonable grounds relating to the security of the Tide Platform and/or a Tide Card and the suspected unauthorised and/or fraudulent use of the Tide Platform and/or a Tide Card.

**14.2** Where we cease use in accordance with clause 14.1, we shall inform you of the same and inform you of our reasons for doing so. Where we are unable to inform you before ceasing such use, we shall do so immediately afterwards, unless we are prohibited from doing so by law.

**14.3** The requirements in clause 14.3 include, but is not limited to, for the avoidance of doubt:

- (a) each Admin and Team Member:
  - (i) logging off the Tide Platform every time he/she leaves the mobile or computer (or other device) used to gain access to the Tide Platform;
  - (ii) keeping the mobile or computer (or other device) the Tide Platform User uses to gain access to the Tide Platform safe and secure and locked with a secure password;

- (iii) not telling anyone his/her Security Codes, including any person claiming to work for Tide;
  - (iv) if he/she receives any SMSs or emails, questionnaires, surveys, or other links that require him/her to provide his/her Security Code, not providing your information and contacting us via the member support function on the Tide Platform;
  - (v) ensuring that the computer and e-mail account(s) and mobile phone he/she uses to communicate with us are secure and only accessed by the Tide Platform User, as the computer, e-mail address and mobile phone may be used to reset his/her Security Code or to send information relating to the security of the Tide Platform;
  - (vi) if at any time he/she thinks that his/her Security Code has been lost, stolen or any other person knows his/her Security Code, informing us via the member support function on the Tide Platform; and
  - (vii) never using any functionality that allows the Security Code to be stored by the mobile or other device he/she uses to gain access to the Tide Platform.
- (b) each Tide Cardholder complying with the obligations set out in the PPT Terms.

14.4 All Tide Transactions are processed by automated methods, and anyone who obtains access credentials to the Tide Platform or access to a Tide Card could use it to enter into Tide Transactions without your permission. If you, a Tide Platform User and/or a Tide Cardholder notices misuse, theft or unauthorised use of:

- (a) the Tide Card or a PIN or any other activity that makes you suspicious, you must (if available) freeze the Tide Card or cancel and reorder the Tide Card via the Tide Platform and/or (if not available) contact us using the member support function on the Tide Platform. For lost, stolen or damaged cards, you can contact us by calling 0333 121 0266 (available 24 hours a day);
- (b) the Tide Platform or the Security Code or any other activity that makes you suspicious, you must contact us using the member support function on the Tide Platform;
- (c) If you suspect identity theft or theft of Electronic Money, we suggest that you contact your local police as well.

14.5 Tide may stop or suspend the use of the Tide Platform if it has reasonable grounds for doing so relating to:

- (a) the security of the Tide Platform; or
- (b) the suspected, unauthorised or fraudulent use of the Tide Platform.

## **15. AUTHORISED PUSH PAYMENT (APP) FRAUD**

15.1 If you fall victim to an APP fraud, you may be eligible for reimbursement under the FPS Reimbursement Rules and/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.

15.2 To be eligible for reimbursement:

- (a) You must be a Consumer;
- (b) 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 or by calling 159 promptly upon learning of it or suspecting it; (iii) comply with information requests from us and Tide; and (iv) report the scam to the police or allow us or Tide to do so if required.
- (c) You must not be involved in the fraud and you must not be claiming fraudulently or dishonestly;
- (d) Your claim should not be for an amount which is the subject of a private civil dispute;
- (e) the payment in question should not be for an unlawful purpose;
- (f) the payment should be made via Faster Payments or CHAPS to a UK account not controlled by you;
- (g) 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; (h) 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; (i) the payment should not be sent to or received by accounts with credit unions, municipal banks, or national savings banks; (j) any other criteria determined by the FPS Reimbursement Rules should be complied with.

15.3 If your claim is successful, you will be reimbursed for payments made as part of the APP Scam up to the maximum value in clause 15.1 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 up to 35 days if further investigation and/or information is required from you.

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

15.5 If you are unhappy with the outcome, you may file a complaint—see clause 27 for details.

15.6 Full details of APP scam reimbursement rules are available at: (k) The FPS Reimbursement Rules on the Pay.UK website (<https://www.wearepay.uk/>); or (l) The CHAPS Reimbursement Rules on the Bank of England website (<https://www.bankofengland.co.uk/>)

## **16. RESTRICTIONS ON THE USE OF THE SERVICES**

- 16.1 Tide will use its sole discretion based on its own risk assessment (which will change from time to time) when deciding whether to allow a prospective client to open a Tide Account and whether to close open Tide Accounts.
- 16.2 The following is a non-exhaustive list of examples of businesses which are outside our risk assessment, you must inform us if any of these become applicable to you (a) businesses or businesses with persons associated with it that are (i) suspected or convicted of financial crime or any other offence or action that carry a reputational risk for Tide; (ii) subject to economic sanctions; (iii) highly rated politically exposed persons; (iv) suspected or convicted of terrorism and related offences; (v) knowingly providing false information to Tide relating to their identity or business activities; (b) businesses that are: (i) actively involved in crypto or virtual currencies; (ii) traders of precious metals and stones; (iii) operating as a money service business; (iv) involved in banking and similar financial services; (v) active in the betting and gambling industry; (vi) active in trading with unlicensed drugs; (vii) trading in weapons and armaments; (viii) operating bidding fee auctions; (ix) operating unlicensed scrap metal dealership; (x) active as unregistered waste management businesses.
- 16.3 The following is a non-exhaustive list of examples of businesses which are on the edge of our risk assessment, you must inform us if any of these become applicable to you - businesses: (a) operating as shell companies; (b) active in the adult and sex industry; (c) charities; (d) active in the import and export of used vehicles and heavy equipment; (e) directly or indirectly owned by businesses outside the UK;
- 16.4 It is not permitted to:
- (a) use the Services for any illegal purposes. Tide will report any suspicious activity and cooperate with any relevant law enforcement agency or regulator;
  - (b) use the Services to abuse, exploit or circumvent the usage restrictions imposed by a merchant on the services it provides, or to obtain goods or services without paying the amount due partially or in full;
  - (c) breach these Terms or any other agreement or policy that you have agreed with Tide or with the Tide Card Issuer; create more than one Tide Account without our prior written consent; use the Services to violate any law, statute, ordinance, or regulation; use the Services for any illegal purposes including the purchase or sale, or the facilitation of the purchase or sale of, illegal goods or services;
  - (d) infringe Tide's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
  - (e) act in a manner that is defamatory, libellous, threatening or harassing when using the Services;
  - (f) provide us with false, inaccurate or misleading information;
  - (g) use the Services to engage in debt-collection activities;

- (h) instruct us to send or receive what we reasonably believe to be potentially fraudulent funds on your behalf;
- (i) refuse to cooperate in an investigation or provide confirmation of your identity;
- (j) control a Tide Account that is linked to another Tide Account that has engaged in any of the restricted activities set out in this clause;
- (k) conduct your business or use the Services in a manner that is likely to result in or may result in complaints, disputes, reversals, chargebacks, fees, fines, penalties or other liability to Tide, third parties or you;
- (l) use your Tide Account or the Services in a manner that the Tide Card Issuer, Visa, MasterCard, American Express or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
- (m) allow any of your Tide E-Money Accounts to have a negative balance;
- (n) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; facilitate any viruses, trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information; use an anonymizing proxy; use any robot, spider, other automatic device, or manual process to monitor or copy our Website without our prior written permission; or interfere or attempt to interfere with the Services;
- (o) take any action that may cause us to lose any of the services from our Internet service providers, payment processors, or other suppliers;
- (p) circumvent any Tide policy or determinations about your Tide E-Money Account including, but not limited to, attempting to create a new or additional Tide Account when a Tide E-Money Account has a negative balance or has been restricted, suspended or otherwise limited; creating new or additional Tide E-Money Accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else's Tide E-Money Account;
- (q) harass our employees, agents, or other users of Tide;
- (r) refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- (s) use the Services in a manner that we believe may be a violation of any applicable electronic payment network rules, card association or network rules, or applicable laws;
- (t) refuse or fail to provide further information about you or your business activities that we may reasonably request;
- (u) conduct your business or use the Services in a manner that leads us to receive a disproportionate number of claims or chargebacks;

- (v) have a credit score provided by a third-party provider of Tide's choosing and/or other risk scoring method (such as adverse media) which indicates a higher level of risk associated with your use of the Services than Tide is willing to accept;
  - (w) reveal your Security Code to anyone or use anyone else's Security Code.
- 16.5 You must ensure that Tide Platform Users and Tide Cardholders only enter into Tide Transactions relating to the sale or supply of goods and services in compliance with all applicable laws and regulations. The fact that a person or entity accepts payments via a Tide Transaction is not an indication of the legality of the supply or provision of the goods and services.
- 16.6 If Tide, in its sole discretion, believes that you may have breached any provision of this clause 16, we may act to protect ourselves, other users of Tide and third parties. The action we may take includes but is not limited to:
  - (a) closing, suspending, or limiting your access to your Tide E-Money Account or any or all of the Services.
  - (b) contacting other users of Tide who have transacted with you; contacting your bank or credit card issuer; and/or warning other users of Tide, law enforcement, or impacted third parties of your actions;
  - (c) updating inaccurate information you have provided to us;
  - (d) taking legal action against you;
  - (e) terminating these Terms and/or your Tide Platform Users' access to the Tide Platform and/or terminating the Tide Cards issued to your Tide Cardholders;
  - (f) fully or partially reversing a Tide Transaction; and/or
  - (g) blocking your access to your Tide E-Money Account and/or the Tide Platform temporarily or permanently.
- 16.7 Where possible, Tide will provide you with the relevant information regarding the actions imposed, but we may be unable to do so in accordance with the appropriate law including avoiding disclosing protected third party information or interfering in the course of an investigation.

## **17. LIMITS ON YOUR TIDE ACCOUNT**

- 17.1 We reserve the right to impose at our sole discretion Account Limits based on criteria determined by us that does not have to be disclosed. Account Limits might be imposed upon the following:
  - (a) the maximum balance of each Tide E-Money Account;
  - (b) the amount of a single Faster Payment, SWIFT, SEPA, CHAPS and BACS credit you can receive into a Tide E-Money Account;

- (c) the amount of a single Faster Payment, SWIFT, SEPA, BACS or direct debit you can make out of a Tide E-Money Account;
- (d) the total amount of Faster Payments and direct debits you can make out of your Tide E-Money Accounts in each calendar month;
- (e) the amount of Tide Card Transactions that can be entered into by the Tide Cardholders per month;
- (f) the amount of Tide Card Transactions that can be entered into by each Tide Cardholder per day;
- (g) the amount of Cash Deposits that can be made per deposit and per month;
- (h) the amount of ATM Withdrawals that can be entered into by each Tide Cardholder and each Tide Account in a given day;

17.2 The Account Limits set out in clause 17.1 are not exhaustive and are not fixed. If you would like to find out more information about your Account Limits and whether or not your Account Limits can be increased or decreased, please get in touch via the member support function on the Tide Platform - we may be able to provide you with procedures or methods to vary such Account Limits, for example, by you providing us with supplemental information.

## **18. SUSPENDING YOUR USE OF THE SERVICES**

18.1 We reserve the right to change, suspend or discontinue any aspect of the Services at any time, including hours of operation or availability of the Services or any Services feature, without notice and without liability.

18.2 We may suspend your use of the Tide Account and/or Tide Cards or reject payment transactions if, for example:

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

18.3 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 Account and/or Tide Cards to resume once the reason for suspending usage has been resolved.

## **19. OUR RIGHT TO COMPENSATION**

19.1 On the happening of any event which entitles us to be compensated by you, we shall be entitled to instruct PPT (on your behalf) to redeem Electronic Money held in one of your Tide

E-Money Accounts to pay such compensation. For the avoidance of doubt, this includes if the balances in one of your Tide E-Money Account shows that you owe us an amount of funds for any reason or has a negative balance, Tide may redeem Electronic Money you maintain in one of your Tide E-Money Account which has a positive balance to pay us the compensation or to redress the negative balance in a different Tide E-Money Account.

19.2 Each party shall pay interest on any sum due under these Terms, calculated as follows:

- (a) **Rate.** 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- (b) **Period.** From when the overdue sum became due, until it is paid.

## **20. LIABILITY WITH RESPECT TO PAYMENTS, ATM WITHDRAWALS AND TIDE CARD PURCHASES**

20.1 If you believe that a Payment, an ATM Withdrawal and/or a Tide Card Purchase has been incorrectly executed or was not authorised by you, a Tide Platform User and/or a Tide Cardholder, you must inform us as soon as possible, and in any event within the time limits set out in the PPT Terms, via the member support function on the Tide Platform.

## **21. GENERAL LIABILITY**

21.1 You are responsible for the acts and omissions of the Tide Platform Users, Tide Cardholders and Employees under these Terms as if they were your own.

21.2 We shall not be liable to you for any:

- (a) delay or failure to perform our obligations under these 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 Force Majeure Event, 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; or
- (b) consequential or indirect loss (such as loss of profits or opportunity) you may incur as a result of us failing to perform our duties under a Tide Transaction; or
- (c) losses as a result of a requirement imposed on us by the Payment Services Regulations 2017 or the Electronic Money Regulations 2011 or our obligations under the laws of any EEA state or other jurisdiction.

21.3 You are responsible for all liabilities, financial or otherwise, incurred by Tide or a third party caused by or arising out of your breach of these Terms, your use of the Services, and any use of your Tide Account. You agree to reimburse Tide or a third party for any and all such liability, to the extent not prohibited by Applicable Law.

21.4 You remain liable under these Terms in respect of all charges and other amounts incurred through the use of your Tide Account at any time, irrespective of termination, suspension or closure.

- 21.5 You are responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the Services, including but not limited to, those related to export or import activity, taxes or foreign currency transactions. You are liable to the state and other subjects for fulfilment of all tax obligations independently. Tide shall not be responsible for the execution of tax obligations, or calculation and transfer of taxes applied to you.
- 21.6 You agree to defend, reimburse or compensate us (known in legal terms to “indemnify”) and hold Tide, our third-party providers, our employees or agents who are authorised to act on our behalf harmless from any claim or demand (including legal fees) made or incurred by any third party due to or arising out of your, the Tide Cardholders, the Tide Platform Users or your other Employees’ or agents’ breach of these Terms, breach of any law and/or use of the Services.
- 21.7 Nothing in these 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.
- 21.8 In no event shall Tide be liable for loss of profits or any special, incidental or consequential damages arising out of these Terms or otherwise in connection with the Services, howsoever arising.
- 21.9 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:
- (a) Tide Platform Users, Tide Cardholders and Employees acting under your authorisation in accordance with these Terms and the limitations imposed upon them on the Tide Platform;
  - (b) your use of the Services, which are run by Third Parties not associated with Tide;
  - (c) your inability to use the Services for whatever reason;
  - (d) delays or disruptions in the Services;
  - (e) viruses or other malicious software obtained by accessing the Website or any associated site or service;
  - (f) glitches, bugs, errors, or inaccuracies of any kind in the Services;
  - (g) the content, actions, or inactions of third parties;
  - (h) a suspension or other action taken with respect to your Tide Account;
  - (i) your need to modify practices, content, or behaviour, or your loss of or inability to do business, as a result of changes to these Terms or Tide’s policies;
  - (j) illegal actions and operations of third persons performed using counterfeited and/or illegal documents or illegally received data;

## **22. WITHDRAWING FUNDS**

- 22.1 A Tide Platform User may withdraw funds from your Tide E-Money Account by entering into a Payment and choosing a bank account belonging to you as the Beneficiary Bank Account or by entering into a Tide Card Transaction.
- 22.2 A Tide Cardholder may withdraw funds from your Tide E-Money Account by entering into a Tide Card Transaction pursuant to the PPT Terms.

## **23. NOTICE**

- 23.1 You agree and consent to electronic receipt of all notices and communications that we provide. We will normally provide notices and communication to you and Tide Platform Users through sending a message to the relevant person's Tide Platform. We may also communicate with you, Tide Platform Users and Tide Cardholders via post to the addresses, via email to the email addresses, via SMS and phone call to the mobile phone numbers and via phone to the landline numbers provided to Tide, as the same are updated from time to time.
- 23.2 It is your responsibility to ensure that you and Tide Platform Users:
- (a) log onto the Tide Platform regularly;
  - (b) regularly review the Tide Platform, the Website, registered email address and SMSs and open and review communications that we deliver through those means;
  - (c) ensure that contact information stored on the Tide Platform is up to date.
- 23.3 We on behalf of ourselves and PPT shall contact you via your mobile phone, the details of which are contained on the Tide Platform, in the event of suspected fraud or security threats, unless we suspect that your mobile phone has been the subject of a security breach in which case we shall contact you by another method that we reasonably believe to be secure.
- 23.4 You may contact us and PPT in accordance with these Terms via the member support function on the Tide Platform. You can also get in touch by emailing [hello@tide.co](mailto:hello@tide.co). For lost, stolen or damaged cards, you can also contact us by calling 0333 121 0266 (available 24 hours a day).
- 23.5 Any notice or communication shall be deemed to have been received:
- (a) if delivered in person, on signature of a delivery receipt or at the time the notice is left at the proper address;
  - (b) if sent by post, at the time of delivery;
  - (c) if sent by next Working Day delivery service at the time recorded by the delivery service; and
  - (d) if sent via the Tide Platform including the member support function, SMS, email or phone call, at the time of transmission.

## **24. DATA PROCESSING**

24.1 Each of the parties to these Terms will comply with all applicable requirements of the Data Protection Legislation. For the purposes of these Terms, “Personal Data” and “Data Controller” shall have the meaning given by the Data Protection Legislation.

24.2 The processing of your data is governed by these Terms including our Privacy Policy.

24.3 We act as Data Controller with respect to Personal Data relating to:

- (a) You, if you are an individual or a partnership; or
- (b) your beneficial owners, directors, partners, LLP members if you are a legal entity;
- (c) your Tide Platform Users and Tide Cardholders;
- (d) your Tide Account Reader Users, Tide Account Reader Employees, Customers and Suppliers;

This Personal Data which we hold as Data Controller shall be referred to as “Tide Personal Data”.

24.4 We set out in our Privacy Policy how we handle Tide Personal Data.

24.5 You may utilise third party services that connect directly to your Tide Account pursuant to these Terms and/or the PPT Terms. When you provide your account details to those third parties, you remain liable for all activity under your Tide Account and take full responsibility for ensuring that you have appropriate agreements in place with that third party in relation to transfer of data including Personal Data.

24.6 We reserve the right to transmit the information or Personal Data about you as well as activity in your Tide E-Money Account to law enforcement institutions, state authorities and financial institutions, if such is necessary to comply with relevant legislation, and in order to identify whether these Terms and relevant legislation have not been violated.

## **25. CONFIDENTIALITY**

25.1 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the Tide or its Representatives in breach of this clause);
- (b) was available to Tide on a non-confidential basis before disclosure by Tide;
- (c) was, is or becomes available to Tide on a non-confidential basis from a person who, to Tide’s knowledge, is not bound by a confidentiality agreement or is otherwise prohibited from disclosing the information to Tide; or
- (d) the parties agree in writing is not confidential or may be disclosed; or
- (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.

- 25.2 Tide shall keep your Confidential Information confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (the “Permitted Purpose”); or
  - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 25.
- 25.3 Tide may disclose your Confidential Information to its Representatives who need to know such Confidential Information for the Permitted Purpose and to its Partners for the purpose of improving its or its Partners business processes, provided that:
- (a) it informs such Representatives and/or Partners of the confidential nature of the Confidential Information before disclosure; and
  - (b) it procures that its Representatives and/or Partners shall, in relation to any Confidential Information disclosed to them, comply with obligations which are similar to those set out in this clause; and
  - (c) at all times, it is liable for the failure of any Representatives or Partners to comply with the obligations set out in this clause 25.
- 25.4 Tide may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.
- 25.5 You acknowledge that the credit institution Tide uses to provide it with banking facilities will be able to access your Confidential Information in the normal course of its business.
- 25.6 On termination of this agreement, Tide shall keep your Confidential Information safe and shall not be under an obligation to return Confidential Information to you or delete the Confidential Information it holds unless required to do so by law.
- 25.7 The provisions of this clause 25 shall continue to apply after termination of this agreement.

## **26. INTELLECTUAL PROPERTY**

- 26.1 The Tide Platform, the Website, the Services 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 the Services. 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.

- 26.2 We reserve all of our rights in any intellectual property in connection with these Terms. This means, for example, that we remain owners of them and are free to use them as we see fit.
- 26.3 Nothing in these Terms grants you any legal rights in the Tide Platform, the Tide Account Reader and/or the Website, other than as set out in these Terms. You agree not to adjust or try to circumvent or delete any notices contained on the Tide Platform or the Tide Account Reader (including any intellectual property notices) and in particular in any digital rights or other security embedded or contained within the Tide Platform or the Tide Account Reader.

## **27. COMPLAINTS**

- 27.1 We take all complaints seriously. Any complaints about us or the Services should be sent by email to [complaints@tide.co](mailto:complaints@tide.co). You should clearly indicate that you are wishing to make a complaint to us. This helps us to distinguish a complaint from a mere query. 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 via the member support function on the Tide Platform.
- 27.2 If your complaint relates to:
- (a) the issuance, storage or redemption of Electronic Money;
  - (b) a Payment; and/or
  - (c) a Tide Card Transaction,
- i. and after having received our final response you are still unhappy or not satisfied then you may, if if you are eligible and 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/fag/complain.html](http://www.financial-ombudsman.org.uk/fag/complain.html). You can also call the FOS on 0300 123 9123 or write to: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. We do not use other dispute resolution providers.
- 27.3 Please note that complaints relating to the issuance, storage or redemption of Electronic Money, Payments and Tide Card Transactions will be made against PPT and subject to the PPT Terms, although Tide may be handling the complaint on PPT's behalf.

## **28. VERIFICATION OF IDENTITY**

- 28.1 You agree to cooperate with all requests made by us to identify or authenticate the identity of you, your directors, ultimate beneficial owners and partners (as appropriate) any Tide Platform Users or any Tide Cardholders or Employees and validate your funding sources. Without limitation, we will need to identify and verify any new directors or replacement directors, ultimate beneficial owners and partners prior to such change taking place and it is not guaranteed that any such change will be approved by us. We reserve the right to close or suspend your Tide Account if there is a failure by you to so notify us in advance of any

change or we have any issues in identifying, verifying or approving you or any current or proposed directors, ultimate beneficial owners or partners (as appropriate).

- 28.2 We may confidentially verify the information you provide us or we obtain ourselves on you, your directors, ultimate beneficial owners, partners (as appropriate), Tide Platform Users and Tide Cardholders by carrying out a soft credit check from one or more credit reference agencies (including Experian, Equifax and TransUnion). Soft credit checks with credit reference agencies will leave a soft footprint on the relevant individual's / business' credit history but will not affect their credit score. By entering into these Terms, you confirm that you and all of your directors, ultimate beneficial owners, partners, potential Tide Platform Users and potential Tide Cardholders (as appropriate) consent to such a search being performed.
- 28.3 We reserve the right to close your Tide Account and/or limit access to your Tide E-Money Accounts and/or suspend the Services in the event we are unable to obtain or verify such information.
- 28.4 You must ensure the information we hold relating to your Tide Account, including information on the Tide Platform, is always accurate and up to date. If at any time we believe that your information is outdated or inaccurate, we may contact you and request further information or request that you go through the verification process again. We shall not be liable for any losses arising out of your failure to maintain up to date information.

## **29. CREDIT CHECKS**

- 29.1 In addition to clause 28.2, we or one of our Partners or a third party on our or our Partner's behalf, may perform periodic (no more than once per month) soft credit checks on you for the purpose of deciding whether or not to allow you to have a Tide Account and ascertaining your eligibility for financial products offered by us and/or one of our Partners. This will not affect your credit rating. By entering into these Terms, you confirm that you consent to such searches being carried out for this purpose.
- 29.2 We reserve the right to close your Tide Account and/or suspend, or limit access to your Tide E-Money Accounts and/or the Services in the event we are unable to perform the aforementioned credit checks or we receive an adverse credit check.
- 29.3 You must ensure the information we hold relating to your Tide Account, including information on the Tide Platform, is always accurate and up to date. If at any time we believe that your information is outdated or inaccurate, we may contact you and request further information or request that you go through the verification process again. We shall not be liable for any losses arising out of your failure to maintain up to date information.

### **30. AMENDMENTS TO THESE TERMS**

- 30.1 These Terms may be amended unilaterally by us, by providing you with two months' notice. These changes will be deemed to have been accepted by you where you do not, before the proposed date of the entry into force of the changes, notify us that you do not accept the changes. If you do notify us that you do not accept the changes, your notification will be deemed to be a notice that you wish to close your Tide Account and terminate these Terms on the date upon which the changes are due to take effect. This clause does not apply to the PPT Terms. You should refer to PPT Terms for more information on the notification period.

### **31. FEES**

- 31.1 We charge the Fees for your use of the Services. The Fees are set out in clause 31.5 (Fees). For the avoidance of doubt, the Fees are composite and include fees charged by us and PPT pursuant to these Terms and the PPT Terms.
- 31.2 We shall deduct or instruct PPT to deduct, where relevant, the Fees that you owe us from the Tide E-Money Account most relevant for those Fees. If there is not enough balance in the relevant Tide E-Money Account, we shall deduct or instruct PPT to deduct the Fees from a different Tide E-Money Account using our standard exchange rates. If there is not enough Electronic Money in any of your Tide E-Money Accounts to pay your Fees in any currency, then we shall issue you with an invoice for the Fees which is payable immediately. 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.
- 31.3 Please note that in addition to the Fees, other payment service providers and intermediaries may take fees out of money sent from your Tide E-Money Account. You acknowledge that Tide is not responsible for the same.
- 31.4 We reserve the right to charge / not refund a Fee for a Payment despite it not being fully executed where a Tide Platform User has provided incorrect Unique Identifiers for the Payment and the Payment is processed by us but the funds subject to the Payment are returned.
- 31.5 In addition to the free standard membership plan, Tide offers different Paid Plans to suit your business needs. The "Smart" membership plan costs £12.49 per month + VAT or £124.99 per year + VAT. The "Pro" membership plan costs £24.99 per month + VAT or £249.99 per year + VAT. The "Max" membership plan costs £69.99 per month + VAT and is currently not available as an annual subscription. The Fees detailed below relate to the core bundle of Services that we provide to you.

	<b>Tide StandardBusiness Account Plan</b>	<b>Tide Plus Membership Plan</b>	<b>Tide ProMembershipPl an</b>	<b>Tide Max Membership Plan</b>
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Core Fees				
Application Fee	Free	Free	Free	Free
General service Fee				
Tide Card Fees				
Fee for issuing First Tide Card	Free	Free	Free	Free
One-off fee for issuing Expense Cards	£5 plus VAT	First issued Expense Card is free. Each additional issued Expense Card is £5 plus VAT	First two issued Expense Cards are free. Each additional issued Expense Card is £5 plus VAT	First three issued Expense Cards are free. Each additional issued Expense Card is £5 plus VAT
Monthly Fee for Expense Cards	£5 plus VAT per month for each ordered Expense Card	First ordered Expense Card is free. Each additional Expense Card you order is £5 plus VAT per month	First two ordered Expense Cards are free. Each additional Expense Card you order is £5 plus VAT per month	First three ordered Expense Cards are free. Each additional Expense Card you order is £5 plus VAT
Fee for replacing issued Tide Cards	Free	Free	Free	Free
Receipt of money and Payments				
Number of free Eligible Transactions per month	None	25	Unlimited*	Unlimited*
Receipt of money into your Tide E-Money Account via Faster Payment	20p	Free if one of the 25 free Eligible Transactions per month, 20p if not	Free*	Free*
Receipt of money into your Tide E-Money Account via BACS				
Receipt of money into your Tide E-Money Account via CHAPS				
Faster Payment out				

Direct debit out				
Tide Card Transactions (other than Cash Deposits)				
Tide Card Purchase (domestic) in GBP	Free	Free	Free	Free
Tide Card Purchase in foreign currencies (non-GBP)	2,75% of the transaction amount**	Free	Free	Free
Tide Card Purchase in GBP outside the UK	2,75% of the transaction amount**	Free	Free	Free
ATM Withdrawal in GBP (Extra fees may be charged by certain ATM providers)	£1 per withdrawal	£1 per withdrawal	£1 per withdrawal	£1 per withdrawal
ATM Withdrawal in foreign currencies (non-GBP)	£1 per withdrawal as well as 2,75% of the transaction amount**	£1 per withdrawal	£1 per withdrawal	£1 per withdrawal
ATM Withdrawal in GBP outside the UK	£1 per withdrawal as well as 2,75% of the transaction amount**	£1 per withdrawal	£1 per withdrawal	£1 per withdrawal
ATM balance enquiry	Free	Free	Free	Free
Fee for a Tide Transaction where currency is exchanged as part of the Tide Transaction				
Cash Deposits				
Cash Deposit to Tide E-Money 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 E-Money Account at PayPoint	3% of deposited amount	3% of deposited amount	3% of deposited amount	3% of deposited amount
Tide E-Money Account Fees				

Fee for opening more than one Tide E-Money Account	Free	Free	Free	Free
Fee for closing a Tide E-Money Account				
Fee for increasing the maximum balance of any of your Tide E-Money Accounts				
Support				
Use of the member support function on the Tide Platform	Free	Free	Free	Free
Lost and Stolen Phone Call (calls from mobile may vary)	Local Rate	Local Rate	Local Rate	Local Rate
Electronic Money Exchange (rate mark-up)	Informed prior to exchanging currency	Informed prior to exchanging currency	Informed prior to exchanging currency	Informed prior to exchanging currency

\* Unlimited free inbound and outbound UK transfers in pounds sterling - (subject to Tide's fair use policy - see our (<https://www.tide.co/faq/what-is-tides-fair-use-policy/>) for further details).

\*\* The percentage will be calculated based on the amount of the transaction after conversion.

\*\*\* The Electronic Money Exchange rate or foreign exchange (FX) rate constantly changes. You will be informed of the FX rate prior to you agreeing to the same.

## **32. WARRANTY**

32.1 The Services are provided on an "as is", "as available" basis and without any representation or warranty, whether express, implied or statutory. Neither Tide nor any of the officers, directors, agents, joint venturers, employees and suppliers of Tide, make any representation or warranty of any kind whatsoever for the Services or the content, materials, information and functions made accessible by the Services used on or accessed through the Services, or for any breach of security associated with the transmission of sensitive information through the Services.

- 32.2 Tide does not warrant that the Services 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 the receipt, processing, acceptance, completion or settlement of Tide Transactions or the Services.
- 32.3 Tide does not have any control over the products or services that are paid for using the Services.
- 32.4 Tide is not responsible for the quality, performance, or any consequential results of the products and/or services purchased using the Services.
- 32.5 You represent and warrant that upon agreeing to these Terms and each time you use the Service, you are acting in the course of your business and not in a personal capacity.
- 32.6 You consent to us using your Personal Data to provide Payment Services to you. If you withdraw this consent, we will stop providing Payment Services but may still use your data or information where we have lawful grounds to do so, for example because we need to retain records for regulatory purposes.

### **33. TERMINATION**

- 33.1 Tide, in its sole discretion, may terminate these Terms at any time, by giving you two months' notice. You in your sole discretion may terminate these Terms at any time by giving us notice. The termination of these Terms will not affect any of our rights or your obligations arising under these Terms.
- 33.2 Refer to the PPT Terms for closing your Tide E-Money Account(s).
- 33.3 Without prejudice to any rights that have accrued under these Terms, or any party's other rights or remedies, we or you may at any time terminate these Terms with immediate effect by giving written notice to the other if:
- (a) the other party commits a material breach of any term of these Terms and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
  - (b) the other party repeatedly breaches any of the terms of these Terms in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of these Terms;
  - (c) the other party is subject to a bankruptcy, insolvency, winding up or other similar event; and/or
  - (d) if we or a fraud prevention agency determine that you pose a fraud or money laundering risk;
  - (e) the result of laws, payment scheme rules, regulatory authority rules or guidance or any change in or any introduction thereof (or change in the interpretation or

application thereof) means that it is unlawful or contrary to any such law, rules, order or regulations for either of the parties to perform or give effect to any of its obligations hereunder and such obligation cannot be readily severed from these Terms.

33.4 Without prejudice to any rights that have accrued under these Terms or any of the party's rights or remedies, we may at any time terminate these Terms with immediate effect by giving written notice to you if:

- (a) there is a change of Control of your business, or you dispose of a substantial part of your assets.
- (b) we are unable to verify your information in the manner set out in these Terms;
- (c) you are a sole trader and you die, or you are a partnership and your partnership ends;
- (d) we have reason to believe that your business and/or use of the Services: damages, corrupts, degrades, destroys and/or otherwise adversely affects the Services, or any other software, firmware, hardware, data, systems or networks accessed or used by you;
- (e) there is a material change in the type of business activities you carry out;
- (f) there is a significant fluctuation (either positive or negative) in the aggregate number of Tide Transactions you enter into or the average Monthly Top Up Volume;
- (g) you and/or the Tide Platform Users and/or the Tide Cardholders have acted or omitted to act in any way which we reasonably determine to diminish our or the PPT's business operations and/or reputation and/or goodwill and/or which we reasonably determine or suspect to give rise to any offence or any increased risk or liability to us; and/or
- (h) we are unable to provide the Services to you through the inability of any third party to provide us with any good and/or service that we require to provide the Services to you.

33.5 **Other actions we may take.** If you have breached the terms of these Terms (including a breach of your obligation to pay us any amount owing) or we are otherwise entitled to terminate these Terms, we may:

- (a) suspend your use of the Services in which case we will not treat any order for a Tide Transaction that you may wish to make as being received by us;
- (b) report any Tide Transaction or any other relevant information about you and your use of the Services to the relevant regulatory authority, law enforcement agency and/or government department; and/or
- (c) if appropriate, seek damages from you.

33.6 Upon termination of these Terms in accordance with clause 30 (Amendments to these Terms) and this clause 33 (Termination):

- (a) your Tide Account and all Tide E-Money Accounts will be closed;
- (b) your and your Team Members' access to the Tide Platform will be revoked.

33.7 If these Terms are terminated, the PPT Terms will automatically be terminated.

#### **34. MISCELLANEOUS**

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

34.2 These Terms do not intend to confer any benefit on any third party and no third party shall have the right to enforce these Terms or any Tide Transactions under the Contract (Rights of Third Parties) Act 1999 or otherwise.

34.3 You may request and we shall provide a copy of these Terms and any information set out in Schedule 4 of the Payment Services Regulations 2017 at any time prior to the termination of these Terms.

34.4 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. We are not responsible for determining whether taxes apply to your Tide Transactions, or for collecting, reporting or remitting any taxes arising from any Tide Transactions. 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.

34.5 If we fail to enforce any of our rights under the Terms, or Applicable Laws, it shall not be deemed to constitute a waiver of such right.

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

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

34.8 We do not provide advice. We contract on an execution only basis. Information such as calculations and forecasts, may be provided to you from time to time, for example via the Tide Platform or the Website, but this should not be deemed to be advice either upon the merits of a proposed Tide Transaction or upon any other matter. All calculations, forecasts and other information should be independently checked and verified. Before entering into

any Tide Transaction, you and the Tide Platform Users and Tide Cardholders (on your behalf) must make your and their own independent assessment as to whether it is appropriate to enter into a Tide Transaction based upon your own judgment and upon such advice from such advisers as you consider necessary. It is an express term of every Tide Transaction which you and the Tide Platform Users and Tide Cardholders (on your behalf) enter into with us that you are not relying upon any communication (written or oral) made by us as constituting advice about or a recommendation to enter into such Tide Transaction.

- 34.9 Clause, schedule and paragraph headings shall not affect the interpretation of these Terms.
- 34.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 34.11 The schedules form part of these Terms and shall have effect as if set out in full in the body of these Terms. Any reference to these Terms includes the schedules.
- 34.12 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 34.13 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 34.14 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 34.15 These Terms shall be binding on, and enure to the benefit of, the parties to these Terms and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 34.16 A reference to a statute or statutory provision is a reference to it as amended, extended, re-enacted or replaced from time to time.
- 34.17 A reference to writing or written includes email and the member support function on the Tide Platform.
- 34.18 An obligation upon you includes an obligation upon the Tide Platform Users, Tide Cardholders and Employees.
- 34.19 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 34.20 These Terms shall be concluded and interpreted in the English language. If these Terms are translated into another language, it is for reference purposes only. All communications between the parties shall be in the English language.

- 34.21 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.
- 34.22 A reference to these Terms or to any other agreement or document referred to in these Terms is a reference to these Terms or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of these Terms) from time to time.
- 34.23 References to clauses and schedules are to the clauses and schedules of these Terms and references to paragraphs are to paragraphs of the relevant schedule.
- 34.24 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **Schedule 1**

### **DEFINITIONS**

“Account Limits” means the limits referred to in clause 18.

“Applicable Laws” means the laws of any member of the European Union or by the laws of the European Union applicable to us.

“ATM Withdrawal” means a Tide Cardholder using his/her Tide Card and PIN to redeem Electronic Money from your Tide E-Money Account and obtaining the equivalent amount of cash from an ATM with or without an Electronic Money Exchange taking place.

“BACS” means Bankers’ Automated Clearing Services.

“Beneficiary” means the person, such as a Supplier, that you wish to send money to.

“Beneficiary Bank Account” means the account of the Beneficiary where you wish to send money, be it a bank account, electronic money account or otherwise.

“Cash Deposit” means Tide Cardholders being able to add Electronic Money to your Tide E-Money Account by depositing cash with one of PPT’ partners pursuant to the PPT Terms.

“CHAPS” means the Clearing House Automated Payment System.

“Confidential Information” means all confidential information (however recorded or preserved) disclosed by you or one of your Employees or beneficial owners, Tide Cardholders or Tide Platform Users (as defined below) to Tide or one of its Representatives whether before or after the date of this agreement in connection with your Tide Account, including but not limited to:

- (a) the fact that you are a Tide customer;
- (b) details of your Team Members;
- (c) details of all Tide Transactions you enter into pursuant to this agreement including the amount, date and Beneficiary of such Tide Transaction;
- (d) the balances of the Electronic Money you hold with Tide in your various Tide E-Money Accounts;
- (e) any information that would be regarded as confidential by a reasonable business person relating to:
  - (i) your business, affairs, Customers, suppliers, or plans, intentions, or market opportunities of the disclosing party; and
  - (ii) your operations, processes, product information, know-how, designs, trade secrets or software.

“Control” means the possession by any person(s) or nominee(s) directly or indirectly of the power to direct or cause the direction of another person and “change of control” is construed accordingly.

“Cookie Policy” means the cookie policy relating to the Website which can be found at [www.tide.co/cookie-policy/](http://www.tide.co/cookie-policy/).

“Customer” means a person to whom you provide goods and/or services.

“Customer Invoice” means an invoice issued by you to a Customer for payment by the Customer into one of your Tide E-Money Accounts.

“Data Protection Legislation” means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

“Electronic Money” means electronically stored value as represented by a claim against PPT.

“Eligible Transactions” means the receipt of money by PPT via Faster Payments, BACS and CHAPS and the corresponding issuance of Electronic Money into one of your Tide E-Money Accounts and the redemption of Electronic Money in one of your Tide E-Money Accounts and sending the corresponding money out via Faster Payments and direct debit.

“EMD Agent” has the meaning set out in the Electronic Money Regulations 2011.

“Employee” means one of your employees.

“Expense Card” means Tide Cards issued to Tide Cardholders other than the holder of the First Tide Card.

“Faster Payment” means Electronic Money in your Tide E-Money Account being redeemed and the equivalent amount of money being transferred to the Beneficiary Bank Account via the United Kingdom’s faster payments network.

“FCA” means the Financial Conduct Authority of the United Kingdom whose address is 12 Endeavour Square, London, E20 1JN.

“Fees” means the fees payable by you for the use of our Services, the services provided by PPT pursuant to the PPT Terms the details of which are referred to in clause 34 and set out in clause 34.5 (Fees).

“First Tide Card” means the first Tide Card issued for a given Tide E-Money Account.

“Force Majeure Event” means an event which is beyond the reasonable control of an affected party 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 systems.

“GBP” means Great British pounds, being the currency of the United Kingdom.

“Legal Service Helpline” means the hub, paid for by Tide and run by an independent Third Party law firm which is made available to Tide Smart, Pro and Max (Paid Plans) - refer to Paid Plans Terms for more details.

“Mobile App” means Tide’s mobile application which gives Tide Platform Users the ability to access the Tide Platform.

“Partner” means PPT and any other third-party providers which are associated with your Tide Account including for example Xero and/or Iwoca.

“Payment Initiation Service Provider” means a payment service provider which is not PPT or Tide which provides an online service to initiate a Payment at your request.

“Payment Services” has the meaning set out in the Payment Services Regulations 2017.

“Payments” means payment made via Faster Payments, BACS and CHAPS.

“PIN” means personal identification number, which is associated with each Tide Cardholder’s Tide Card and allows the Tide Cardholder to enter into Tide Card Transactions.

“PPT” means PrePay Technologies Limited, a company registered in England and Wales with number 04008083 who can be contacted at Station Square, 1 Gloucester Street, Swindon, SN1 1GW.

“PPT Terms” means the terms of PPT which you are subject to when using any of its services. PPT Terms are separate to these Terms and you can access a copy on the Tide Platform.

“Privacy Policy” means our privacy policy which can be found at <https://www.tide.co/privacy/>.

**b.** “Representatives” means, in relation to a party, its employees, officers, representatives and advisers.

“Restricted Country” means a country that is sanctioned or high risk or that Tide otherwise does not accept as a country you can send money to, spend money in or receive money from, further details of which can be found on the following weblink  
<https://www.tide.co/community/t/can-i-use-my-card-abroad/3740>.

“Security Code” means the security code including any number or authorisation code that each Tide Platform User uses to obtain access to the Tide Platform.

“Services” means:

- (a) Tide Platform Users being given access to the Tide Platform via the Website and the Mobile App;
- (b) Tide Cardholders:
  - (i) being issued with a Tide Card pursuant to the PPT Terms; and
  - (ii) being able to enter into Tide Card Transactions pursuant to the PPT Terms;
- (c) Employees and Third Parties being given, with your consent, access to the Tide Account Reader;
- (d) the management of your Tide Account; and
- (e) all other services provided by Tide pursuant to these Terms (including but not limited to Paid Plans or other subscription based services, products, add-ons or tools). If you

are not eligible for a certain service or product (or a particular feature under it), 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.

“Supplier” means a person which provides goods and/or services to you.

“Supplier Invoice” means an invoice issued by a Supplier to you, which you can upload to the Tide Platform and can be used to assist you in entering into a Payment.

“Terms” means these terms and conditions, the Cookie Policy, the Privacy Policy and the Website Acceptable Use Policy.

“Third Party” means a person other than you, your Employee, a Tide Platform User, us or PPT.

“Tide” “we,” “us,” or “our” means Tide Platform Ltd, the details of which are set out in clause 1.2(a).

“Tide Account” means your relationship with us as described in these Terms.

“Tide Card” means the tangible pre-paid Mastercard issued by PPT which allows Tide Cardholders to enter into Tide Card Transactions pursuant to the PPT Terms and includes the First Tide Cards and Expense Cards.

“Tide Card Issuer” means PPT.

“Tide Card Purchase” means a Tide Cardholder using his/her Tide Card to purchase goods and/or services from a merchant whereby the Electronic Money in the associated Tide GBP E-Money Account is redeemed and the equivalent amount of money is sent to the relevant merchant, through the card schemes, with or without an Electronic Money Exchange taking place, pursuant to the PPT Terms.

“Tide Card Transaction” means a Tide Card Purchase, an ATM Withdrawal and a Cash Deposit pursuant to the PPT Terms.

“Tide Cardholder” means a person who has been issued with a Tide Card from the Tide Card Issuer and is able to enter into Tide Card Transactions on your behalf.

“Tide E-Money Account” means an account(s) in which your Electronic Money which is held by PPT pursuant to the PPT Terms.

“Tide Platform” has the meaning set out in clause 6.

“Tide Transactions” means both Payments and Tide Card Transactions.

“UK Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

“Unique Identifiers” means the details of a bank account or electronic money account which it is essential that:

- (a) Tide Platform Users enter correctly in order execute a Payment correctly, further details of which are set out in clause 11.4; and
- (b) third parties enter correctly in order to send money to your Tide E-Money Accounts.

“Website” means our general website, the web address of which is [www.tide.co](http://www.tide.co).

“Website Acceptable Use Policy” means the website acceptable usage policy which can be found on our Website.

“Working Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“you” or “your” means you being the individual, sole trader, partnership or legal entity that has agreed to these Terms to use the Services.

## Appendix 1 - Paid Plans Terms

28 March 2025

These Paid Plans Terms provide additional terms governing the use of our Paid Plans (as defined below). They should be read together with the Tide Platform Terms of Use 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 Platform Terms of Use 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 Platform Terms of Use.

### 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. Starting from April 1, 2025, our Cashback plan will transition to Max. Any mention of the Cashback plan on the Tide Platform will be understood as a reference to the Max plan. For clarity, 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**”.

1.2 The Tide “Smart”, “Pro” and “Max” membership plans are only available to Tide Members who are limited companies or sole traders. Some of the features available on the “Smart” plan will be different to those available on “Pro” or “Max” plan. Some of the features offered under the respective Paid Plan may not be available to all members due to eligibility requirements.

1.3 From April 1, 2025, the Paid Plans will include benefits related to other Tide add-ons and services. The use of these add-ons and services will be governed by their respective dedicated terms. For example, 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.

### 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).
- 25 free inbound and outbound UK transfers in pounds sterling
- No fee for any card transactions in a currency other than pounds sterling except for ATM withdrawal fee.
- 24/7 legal service helpline (please see clause 3.8 below for more information).
- Additional rewards and/or features will be communicated to you from time to time.
- Granting access to 1 Admin or View-Draft-Send-And-Pay users (see clause 2.1.5).

- 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](#) (“Fair Use Policy”)*.
- 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.
- Additional rewards and/or features will be communicated to you from time to time.
- Granting access to up to 2 Admin or View-Draft-Send-And-Pay users (*see clause 2.1.4*)
- Effective as of 1 April 2025, access to the Tide Accounting (standard) add on (Tide Accounting is not available to businesses using the Construction Industry Scheme or the VAT Flat Rate Scheme);
- 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 subscription only) includes the following benefits:

- 0.5% cashback on genuine purchases with your Tide card (*please see clause 4 which lays out some eligibility exceptions*)
- Unlimited free inbound and outbound UK transfers in pounds sterling (*subject to [Tide’s Fair Use Policy](#)*).
- 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.
- Granting access to up to 5 Admin or View-Draft-Send-And-Pay users (*see clause 2.1.4*)
- Effective as of 1 April 2025, access to our Credit Score Insights add-on (*Credit Score Insights is not available to sole traders*);
- Effective as of 1 April 2025, access to our Admin Extra add-on which include Tide Accounting as well as Invoice Assistant (*Tide Accounting is not available to businesses using the Construction Industry Scheme or the VAT Flat Rate Scheme*).
- Additional rewards and/or features will be communicated to you before from time to time.
- The features and add-ons available in the “Cashback” 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 Platform Terms of Use to understand how the different roles work (what are the access levels of Admin and VDSP users, how to add them to your Tide Account, how to manage their access).

#### 2.1.5 Legal Service Helpline

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 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. 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.

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. Any additional features will also be added to your account on a pro-rata basis immediately. 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 + VAT or £124.99 per year + VAT. The “Pro” plan costs £24.99 per month + VAT or £249.99 per year + VAT. The “Max” plan costs £69.99 per month + VAT and is currently not available as an annual subscription.

#### 4. Cashback terms

When you upgrade to “Max” 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 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 account, including with respect to card payments for anything that you later cancel or return for a refund. If your 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 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 account you hold. If you no longer hold a Tide 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 plan, how cancellation and billing works and how these terms can be changed or terminated is governed by the Tide Platform Terms of Use.

## Appendix 2 - Tide Accounting Terms

1 July 2025

These Tide Accounting Terms provide additional terms applicable to your use of the Tide Accounting tool. They should be read together with the Tide Platform Terms of Use. Any matters not specifically governed by these Tide 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.

### 2. 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, functionality is 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). By using the 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.

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.

#### *Features & Eligibility*

Accounting includes self-assessment tax estimates, VAT return submissions, and bookkeeping tools.

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.

To use Accounting for Self-assessment you must be a Sole Trader (excluding those under the Construction Industry Scheme). 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.

Your eligibility for Accounting determines whether you can access Admin Extra. If you do not qualify for Accounting, these bundles are unavailable to you. However, you may still subscribe to Invoice Assistant as a stand-alone service.

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

To activate Tide 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.

Tide 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 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, 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.

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 Tide 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 Account (available at

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 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 or 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 Tide Accounting?**

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

- £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.

## **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 the Tide Platform Terms of Use. 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 3 - Invoice Assistant Terms

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 Platform Terms of Use. 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 the Tide Platform Terms of Use. 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 4 - Tide Payroll Terms

28 March 2025

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

### 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 following the month for which you have run payroll, typically on or around the 4th 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 April.

- 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](mailto: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 Account and forms an inseparable part of The Tide Platform Terms of Use 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 [here](#).**

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

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.

## **8. 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 the Tide Platform Terms of Use. 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 5 - Get Online Terms

28 March 2025

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

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 Platform Terms of Use.

### 1. Introduction

- 1.1. These terms and conditions govern the use of the “Get Online” tool (referred to herein as “Get Online”). The Get Online tool is 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. Get Online is only available to Tide Members who are limited companies or sole traders although further eligibility criteria may apply. You can use Get Online for creating an online presence of your business and should not use the tool for personal matters.

### 2. How does it work?

- 2.1. Get Online is a tool offering a package of web presence services including a website building tool, website hosting, domain registration and management service, creation and management of up to 3 professional email addresses under the respective registered domain. Get Online currently does not offer e-commerce functionality. We are working towards enabling this feature for you and we will let you know once it's available and its conditions.
- 2.2. Domain registration and management: Get Online 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 Get Online subscription is active.
- 2.3. 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**”).
- 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**

Get Online costs £15 per month + VAT.

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

- 4.1. The services under Get Online 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 Get Online after you cancel your subscription, or if you wish to point a domain you buy through Get Online 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 Get Online 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 Get Online 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 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;

5.2.5. Is criminal, violent or antisocial;

5.2.6. Is sexually explicit;

5.2.7. 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;

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

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

5.2.10. 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;

5.2.11. 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 Get Online;

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

5.2.13. 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;

5.2.14. makes any automated use of the system;

- 5.2.15. breaches any applicable law or regulation or would give rise to civil liability.
- 5.2.16. Is fraudulent, false, misleading or deceptive, including misrepresenting the source.
- 5.2.17. 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 Get Online 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 Get Online 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 Get Online. In particular, you will (a) not knowingly introduce any Malicious Code into Get Online, 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, Get Online. If we become aware of any such activities, we may (a) immediately suspend or terminate your use of Get Online 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 Get Online 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 Get Online 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 Get Online. 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 Get Online, you must reimburse us immediately upon first demand.

## 6. Warranties

- 6.1. Without prejudice to the Tide Platform Terms of Use, Get Online 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 Get Online, occasional downtime may occur due to maintenance, upgrades, or unforeseen events. Tide does not warrant that availability or performance of Get Online 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 Get Online will meet your individual requirements or produce particular outcomes;
- 6.1.6. Tide is not responsible or liable for any issues with Get Online 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, Get Online, API, materials, documentation, or data;
- 6.1.8. Tide does not guarantee that Get Online is free of Malicious Code.

## **7. Liabilities**

- 7.1. Further to clause 24 of the Tide Platform Terms of Use, 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 Get Online or resulting directly or indirectly from your use of Get Online.
- 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 Get Online Terms and the limitations imposed upon them;
  - 7.2.2. your use of third party services;
  - 7.2.3. your inability to use Get Online for whatever reason;
  - 7.2.4. delays or disruptions in Get Online;
  - 7.2.5. you being denied access to Get Online for any reason;
  - 7.2.6. Basekit Platform Ltd's bankruptcy or insolvency;
  - 7.2.7. Malicious Code obtained by accessing Get Online, 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 Get Online or your Tide 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 Get Online Terms, Get Online 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 Get Online Terms.

## **8. Intellectual Property Rights**

- 8.1. You retain ownership of the content you create and upload on the website you created using the Get Online 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 Get Online.
- 8.2. All intellectual property rights related to the Get Online 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 Platform Terms of Use 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 Get Online tool. You agree that upon termination or cancellation:
  - 10.1.1. you will continue to be bound by these Get Online 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 Get Online 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 Get Online 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 Get Online, how cancellation and billing works and how these Get Online Terms can be terminated is governed by the Tide Platform Terms of Use. 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 6 - Tide Credit Score Insights Terms

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 Platform Terms of Use. Any matters not specifically governed by these terms will be dealt with in accordance with the provisions of the Tide Platform Terms of Use.

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 Platform Terms of Use.

### 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 the Tide Platform Terms of Use. 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 7 - Credit Broking Terms with Funding Options Limited

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 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 Platform Terms of Use, 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 Platform Terms of Use.

### 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](mailto: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 Platform Terms of Use. If the Tide Platform Terms of Use 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 Platform Terms of Use. 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 Platform Terms of Use, including, but not limited to, those relating to Liability, Suspension of Services, Indemnity, and Intellectual Property.

## **Appendix 8 - Company Filings Support Terms**

**1 July 2025**

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

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 Platform Terms of Use.

### **1. How it works**

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.

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.

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.

1.4 Tide acts solely as your agent for the limited purpose of facilitating the filing selected by you. Tide does not act as your legal representative, accountant, or statutory company secretary.

1.5 The service only supports a limited set of filings. 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. Your obligations**

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.

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.

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

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.

2.5 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.

### **3. Fees and Payment**

3.1 You agree to pay any fees shown in the Tide app in connection with a 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.

3.2 All fees must be paid at the time of submission unless otherwise agreed. Tide may decline to proceed with a filing until payment is received.

#### **4. Limitations and Exclusions**

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.

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.

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

#### **5. Privacy**

Any data related to your employees, shareholders or directors that you upload in the Tide app for the purpose of this 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 Platform Terms of Use 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](#).**

#### **6. 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 the Tide Platform Terms of Use. 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.