# **Paid Plan Terms and Conditions**

Effective 30 January, 2025

## 1. Introduction

- 1.1. The Tide "Smart", Tide "Pro" and Tide "Cashback" membership plans (each referred to as a "**Paid Plan**") are provided to you by Tide Platform Ltd (09595646) ("**Tide**" or "**we**"), a company incorporated in England & Wales with its registered address at 4th Floor the Featherstone Building, 66 City Road, London, England, EC1Y 2AL. As of 1 April 2025, "Cashback" will transform into "Max" and as of that date onwards, all references to "Cashback" in these Paid Plan Terms and Conditions shall be construed as references to "Max".
- 1.2. The Tide "Smart", "Pro" and "Cashback" 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 "Cashback" plan. Some of the features offered under the respective Paid Plan may not be available to all members.
- 1.3. These *Paid Plan Terms and Conditions* (or "**these terms**") should be read together with the *Tide Terms of Use* governing your use of Tide Platform, which are available under https://www.tide.co/terms/ (hereinafter referred to as "Tide Terms").
- **1.4.** Any capitalised terms used here but not defined shall have the meanings given to them in the Tide Terms. The Paid Plan Terms and Conditions will prevail in case of any conflict with the Tide Terms.
- 1.5. As of 1 April 2025, the features of the Paid Plans will include access or benefits related to other add-ons offered by Tide. For example, under the Paid Plans you'll get a preferential interest rate and increased deposit limits for our Tide Instant Saver Account. The use of the Tide Instant Saver Account will continue to be governed by the Tide Instant Saver Terms which you have already accepted as part of the Tide Terms. Under Pro and Cashback you'll also get access to some of our Tide Accounting add-ons (see section 2 that lists each plan's features for more information) and the use of these add-ons is governed by the Tide Accounting Terms which are deemed incorporated here by reference. Under Cashback you get access to our Credit Score Insights add-on whose use is governed by the Credit Score Insights Terms which are deemed incorporated here by reference. By accepting these Paid Plan Terms you also accept the <u>Tide Accounting Terms</u> and the <u>Credit Score Insights Terms</u> and agree to be **bound by them.** For avoidance of doubt, the fees under the Tide Accounting Terms and the Credit Score Insights Terms apply only to a standalone use of these add-ons. As long as your Paid Plan subscription is active, you get access to these add-ons as part of the subscription fee for your Paid Plan.

### 2. How does it work?

- 2.1. The "Smart", "Pro" and "Cashback" membership plans are designed to help our members as their business grows.
- 2.2. The plan features:
  - a) "**Smart**" (available as a monthly or annual subscription)
    - 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.
    - 1 Additional Business Account\*
    - 24/7 legal service helpline (*please see section 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\*\*.
- Effective as of 1 April 2025, preferential interest rate and deposit limit for the Tide Instant Saver Account according to the Tide Instant Saver Summary Box specific for Smart which will be made available on our Smart website page as well as in the Tide app as of 1 of April onwards (*the Tide Instant Saver Account is subject to eligibility*).
- The features and add-ons available in the "Smart" membership plan are listed at the Smart FAQ page (https://www.tide.co/business-current-account/Smart/).
- b) "Pro" (available as a monthly or annual subscription)
  - Unlimited free inbound and outbound UK transfers in pounds sterling subject to Tide's fair use policy - see our (<u>https://www.tide.co/faq/what-is-tides-fair-use-policy/</u>) ("Fair Use Policy") for further details.
  - Member discounts (subject to partner availability).
  - 24/7 legal service helpline (please see section 3.8 below for more information).
  - No fee for any card transactions in a currency other than pounds sterling except for ATM withdrawal fee.
  - 2 Additional Business Accounts\*
  - 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\*\*
  - 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*);
  - Effective as of 1 April 2025, preferential interest rate and deposit limit for the Tide Instant Saver Account according to the Tide Instant Saver Summary Box specific for Pro which will be made available on our Pro website page as well as in the Tide app as of 1 of April onwards (*the Tide Instant Saver Account is subject to eligibility*).
  - The features and add-ons available in the "Pro" membership plan are listed at the Pro FAQ page (<u>https://www.tide.co/faq/what-is-tide-pro/</u>).
- c) "**Cashback**" (available as a monthly subscription)
  - 0.5% cashback on everything you spend on your Tide card (please see section 4 below for more information).
  - 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.
  - Member discounts (subject to partner availability).
  - 24/7 legal service helpline (*please see section 3.8 below for more information*).
  - No fee for any card transactions in a currency other than pounds sterling except for ATM withdrawal fee.
  - 3 Additional Business Accounts\*
  - Granting access to up to 5 Admin or View-Draft-Send-And-Pay users\*\*.
  - 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 and Admin Essential add-ons which include Tide Accounting and Tide Accounting Extra accordingly as well as Invoice Assistant (*Tide Accounting is not available to*

businesses using the Construction Industry Scheme or the VAT Flat Rate Scheme).

- Effective as of 1 April 2025, preferential interest rate and deposit limit for the Tide Instant Saver Account according to the Tide Instant Saver Summary Box specific for Cashback (Max) which will be made available on our (Max) website page as well as in the Tide app as of 1 of April onwards (*the Tide Instant Saver Account is subject to eligibility*).
- 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/).

\* This feature is applicable only to current account holders. If you cancel or downgrade to another plan, all Additional Business Accounts (current accounts) that you have beyond your new plan's allowance will be charged a monthly fee of £4.99 per account.

\*\* The Admin role is available only to directors of limited companies. Read our <u>Frequently</u> <u>Asked Questions</u> to understand the access level of Admin and VDSP users, how to add them, how to manage their access and how their access will be limited upon canceling or downgrading your Paid Plan. Please refer to section 6 of our Tide Platform Terms under the Tide Terms of Use for further information and terms regarding Admin and VDSP users.

2.3. Please familiarise yourself with the applicable <u>FAQ</u> 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 and Billing

- 3.1. Fees: The "Smart" membership costs £12.49 per month + VAT or £124.99 per year + VAT. The "Pro" membership costs £18.99 per month + VAT or £189.98 per year + VAT. The "Cashback" membership costs £49.99 per month + VAT and is currently not available as an annual subscription. As of 1 April 2025, the "Pro" membership will cost £24.99 per month + VAT or £249.98 per year + VAT while the "Cashback" membership will transform into "Max" and will cost £69.99 per month + VAT (currently not available as an annual subscription).
- 3.2. Billing for Smart or Pro Annual Plan: When you join "Smart" or "Pro" annual membership from a standard membership you will be billed for 11 calendar months Smart pro-rata amount for the current month. For example, if you sign up to "Smart" annual subscription from a standard membership on 15 February 2021, you will be billed pro-rata for February Smart 11 months. Your "Smart" annual subscription will then be valid until 31 January 2022. You will then be billed for a full 12 months on or after 1 February 2022. If you sign up to "Smart" or "Pro" annual subscription from already being a Tide "Smart" or a "Pro" monthly member, you will pay the full 12 months annual subscription at the beginning of the month following the month in which you switch. For example, if you switch from "Smart" or "Pro" monthly to a "Smart" or "Pro" annual subscription on 15 February 2021, you will stay on "Smart", respectively on "Pro" monthly until the end of February, then on 1 March you will switch to "Smart", respectively to "Pro" annual subscription until 28 February 2022. You will then be billed for a full 12 months on or after 1 March.
- 3.3. Billing for Monthly Memberships: Monthly 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. Unless a promotional offer applies, your first month's subscription fees will be debited from your Tide Business Account on a pro-rata basis when you sign up to use "Smart", "Pro" or "Cashback". For example, if you sign up on 15 July, your first payment covering approximately half of the monthly fees will be taken from your Tide Business Account on

15 July. On or around 4 August, you will then be charged the full subscription fees for August.

- 3.4. Changes to fees and billing: From time to time, Tide may change the subscription fees and billing terms. Such changes will be communicated to you by email, in-app or through our website.
- 3.5. Renewals, Cancellations & Downgrading: Your subscription will automatically renew each month or year unless you cancel. You can cancel your subscription or downgrade your subscription to "Smart", "Pro" or "Cashback" at any time in-app or by contacting Tide Member Support. If you cancel your subscription you will automatically be moved onto the free (standard) Tide plan at the end of your billing cycle. There will be no pro-rata refund of subscription fees in case of early cancellation. Your subscription will remain active until the end of the calendar month in which you cancelled and you will be charged subscription fees in full for that month. When you downgrade your subscription, changes are applied at the end of your then current billing cycle. At the beginning of the month following the month in which you have downgraded, you will be charged the full subscription fees for the Paid Plan to which you have downgraded to. If you cancel your "Smart" or "Pro" annual membership it will also remain active for the full duration of your annual subscription and you will not be refunded for any remaining months.
- 3.6. 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: ([Fee for "Pro"] [Fee for "Smart"]) x [Time left in the billing period (from 15 February until 01 March)] / [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.
- 3.7. Authorisation of Tide for Debit: You authorise Tide to debit your Tide Business Accounts for all subscription fees as they become payable. If there are not enough funds in any of your accounts with us to pay your fees, then you must pay the amount due immediately upon demand, Smart any applicable processing fees, or charges for return items, Smart interest at the higher of 4% a year above the Bank of England's base rate or 4%, Smart legal costs and other costs of collection as permitted by law. We reserve the right to suspend your access to your Paid Plan membership if we are not paid on time any monies owed by you to us.
- 3.8. 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.

#### 4. Cashback Terms

- 4.1. When you upgrade to "Cashback" you will automatically be enrolled in the Cashback Reward Programme (the "**Programme**").
- 4.2. 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.
- 4.3. Eligible transactions mean genuine card purchases or payments for goods and services made locally and/or abroad (including online transactions).

- 4.4. 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).

<u>Important to note</u>: 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.

- 4.5. 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 installments. We aim to make the cashback payment within 14 working days after the end of each month.
- 4.6. If we find out that any cashback has been given or calculated incorrectly, we reserve the right to reclaim or deduct payments from your Tide Business account, including with respect to card payments for anything that you later cancel or return for a refund. If your Tide Business account is terminated or disabled for any reason, then any cashback payable will be deemed to be forfeited. We reserve the right to withhold or reclaim any cashback we believe has been obtained fraudulently.
- 4.7. Cashback can only be earned on your Tide Business account which holds the "Cashback" membership 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.
- 4.8. If you cancel or downgrade your "Cashback" subscription before your cashback is paid, we'll pay the total cashback owed to the main Tide Business account you hold. If you no longer hold a Tide Business account, you won't get any cashback.
- 4.9. If we change or terminate the Cashback 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. Promotional offers for discounted fees or free periods ("Discounted Paid Plan Promotion(s)").

5.1. From time to time we may offer Discounted Paid Plan Promotions. These Promotions are available only to eligible Tide members who hold a Tide Platform Account, who are compliant with the standard Tide Terms and a Discounted Paid Plan Promotion is visible in their Paid Plans menu through the Tide app or a Discounted Paid Plan Promotion has been explicitly communicated by us via email or the Tide app. If you do not see an active Discounted Paid Plan Promotion in your Paid Plans menu within the Tide app or

you haven't received any communication from us in this regard, you are not eligible. Eligibility is determined solely by Tide and is visible in your Tide app profile.

- 5.2. Once you accept a Discounted Paid Plan Promotion, Tide will apply the indicated discounted fee to your selected Paid Plan in the amount and for the period specified in your Paid Plans menu or as communicated to you. You can view the exact amount and duration of the discount within the Tide app.
- 5.3. Unless we have explicitly communicated otherwise to you, after the Discounted Paid Plan Promotions ends, you will remain on the Paid Plan by default unless you cancel or downgrade before the end of the Promotion. Standard fees, billing rules and cancellation will then apply, as per section 3 of these Paid Plan Terms and Conditions.
- 5.4. The respective Discounted Paid Plans Promotion is only available to the member it was offered to and is non-transferable.
- 5.5. Notwithstanding anything to the contrary in clause 6.3, Tide reserves the right to modify or withdraw any Discounted Paid Plan Promotion at any time without notice.
- 5.6. Any attempt to manipulate or abuse the Discounted Paid Plans Promotion will result in immediate disqualification from the Discounted Paid Plans Promotion.
- 5.7. We reserve the right to reverse any discount a member receives under this Discounted Paid Plan Promotion at any time if (i) the reward was earned fraudulently, (ii) it is found that the member has breached these Discounted Paid Plan Promotion Terms, the Paid Plan Terms or the Tide Terms of Use, or (iii) a technical or operational error has occurred when applying the discount.
- 5.8. Tide gives no warranty and accepts no liability in connection with this Discounted Paid Plan Promotion or other services/products or the member's use of them.

#### 6. Important Information

- 6.1. Our "Pro" and "Cashback" membership plans include a free unlimited UK transfers feature. Access to this feature is subject to Tide's Fair Use Policy (see our FAQs (<u>https://www.tide.co/faq/what-is-tides-fair-use-policy/</u>) for further details). If you exceed our Fair Use Policy, we reserve the right to discontinue your access to this feature and/or charge you at our standard rates in accordance with our Tide Terms for any transfer that does not comply with our Fair Use Policy.
- 6.2. These Paid Plan Terms and Conditions will remain in place until terminated by you or us. You may terminate the Paid Plan Terms and Conditions at any time by contacting our member services at hello@tide.co or through the in-app chat. The termination of the Paid Plan Terms and Conditions shall not automatically lead to the termination of the Tide Terms, or any other additional products and services provided by Tide unless we inform you otherwise. However, your or Tide's provision of notice to terminate the Tide Terms or the closure of your Tide Business Account associated with the respective Paid Plan shall additionally constitute a notice of termination of these Paid Plan Terms and Conditions and such termination will be effective on the same date as the termination of the Tide Terms or the closure of your Tide Business Account associated with the respective Paid Plan.
- 6.3. We can change or terminate these *Paid Plan Terms and Conditions* (including subscription fees and billing terms) on two (2) months' notice. Any changes we make to these terms will be made available to you by email, in-app or through our website. You should save and/or print a copy of these terms for future reference. However, we reserve the right to change these terms without giving you notice where:
  - 6.3.1. change benefits you;
  - 6.3.2. we make a change to comply with law, regulation or related guidance and we're not reasonably able to provide advance notice;

- 6.3.3. if we're introducing new services or features relating to the "Smart", "Pro" and Tide "Cashback" membership plans;
- 6.3.4. the changes are minor, do not affect the quality of the service, do not materially impact the way it operates or your rights under these terms are not affected.
- 6.4. 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 cancel your Paid Plan subscription 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).
- 6.5. If any term, condition, or provision of these terms is found to be unlawful, invalid, void, or unenforceable for any reason, the validity and enforceability of the remaining terms, conditions and provisions shall not in any way be affected or invalidated.
- 6.6. If we don't exercise the rights that we have against you straight away, we can still do so later.
- 6.7. English law applies to these terms, and the parties agree to the exclusive jurisdiction of the courts of England and Wales.

## 7. Queries and Complaints

7.1. For any queries relating to "Smart", "Pro" or "Cashback", you can message us in-app via the member support function. You can also get in touch by emailing <u>hello@tide.co</u>.