

End User Terms and Conditions for the GoCardless Bank Account Data Service

1. *What are these terms and who do they apply to?*

- 1.1 These terms (**Terms**) apply to you (**you, your or End User**) when you use the Bank Account Data Service (**Service**) which allows access and aggregation of account information from your payment accounts with financial institutions in accordance with the your instructions, as provided by GoCardless Limited (**GoCardless, we, us, our or Service Provider**). Every time you use the Service you must agree to the Terms in force at that time, so please make sure you read them carefully each time. If you do not agree to these Terms, you must not use the Service.

2. *What is the Service?*

- 2.1 The Service is an account information service which enables you to access, view and/or share information from your payment accounts (**Account Information**), and is part of the Gocardless Bank Account Data product. The Account Information accessed by GoCardless is provided, with your explicit consent, (i) to you directly, and/or (ii) as instructed by you, through a platform (website or application), to another business that requires your Account Information in order to provide a service to you (for example Banks, brokers, lenders, credit institutions and other service providers) (the **Merchants**).

3. *How does the Service work?*

- 3.1 You will be able to access the Service through GoCardless' website and/or GoCardless' app.
- 3.2 In order to use the Service you will be asked to provide your explicit consent for the Service Provider to carry out the Service and will be asked to select your account servicing payment service provider (for example your bank or another financial institution with which you have payment accounts)(the **Bank**).
- 3.3 We will also display the details of the Account Information you wish to share with us, the Merchants and/or third parties.
- 3.4 You will then be redirected to your Bank who will authenticate you by asking you to provide your payment account login and security details (the **Security Details**). Once your Bank has authenticated you, we will be able to access your Account Information as per your instructions. You will then be redirected to GoCardless' website or application, and we will confirm that the set up of the Service has been successful, and display a summary of the Account Information which has been accessed.
- 3.5 Depending on the Merchant service you have selected, or the Service we are providing, repeated retrieval of Account Information (over a period of time) may be required. Such repeated retrieval is usually restricted to four times in any 24 hour period, but may be exceeded if more frequent access is agreed.
- 3.6 You may be required to re-authenticated yourself with your Bank, or provide your consent again for the Service Provider to continue providing the Service. You will be asked to re-confirm such consent every 90 days.
- 3.7 The Service Provider does not guarantee the availability and quality of any elements of the Service that are outside of the Service Provider's control, including, but not limited to the contents of your Account Information, availability of Account Information and other elements which are under your Bank's control.
- 3.8 When accessing and using the GoCardless Service through Merchant websites or applications you will also be subject to the Merchant terms and conditions, which shall govern your use of their services.
- 3.9 You acknowledge that provision of the Service is dependent on: (i) the Bank providing access to your Account Information, as per Clause 3.4 above; and (ii) the validity of your consent to access the Account Information. If your consent is revoked or lapses, your access to the Service will be disabled. If you wish to enable the Service you will need to provide your consent and

authenticate yourself with your Bank.

4. What is the Account Information and how will GoCardless use, access and store it?

4.1 The Account Information used, accessed and stored by GoCardless in providing the Service to you may include your name, account sort code, account number, account balance, and outgoing and incoming transactions including transaction history within the agreed transaction term of any accounts you hold with your Bank, as directed by you. As part of the Service, GoCardless may use some of the Account Information in other ways, for example, to help prevent the fraudulent use of your payment accounts or for analytics, product enhancement and development purposes which enable us to provide you with improved products and services. For more information on how we process your personal data, please visit our [Privacy Notice](#).

4.2 When you agree to use the Service, you are:

- (i) Instructing GoCardless to access your Account Information.
- (ii) Giving your explicit consent for the Account Information to be used, accessed and stored by GoCardless for the purposes of providing the Service and as set out in these Terms.
- (iii) Giving your explicit consent for the Account Information to be shared by GoCardless with Merchant(s) and other third parties as instructed by you.

4.3 We will not share any of the Account Information with any other third party. We will never ask you to share your Security Details with us, and neither GoCardless nor the Merchant will be able to see or access your Security Details at any time. We will ensure that your Security Details are not accessible to other parties (other than your Bank or any other third party who issued you with your Security Details). Your Bank will bear the responsibility and liability of ensuring that its own interface protects your Security Details.

4.4 Your Bank will only provide us with the Account Information requested after you have given them your Security Details and successfully authenticated yourself.

4.5 We are not responsible for any harm, damage or loss to you arising from, or relating to hacking, tampering or unauthorised access to your Account Information that is not within our reasonable control. If you suspect that somebody else has access to your Security Details and is fraudulently using them to access the Service, you must contact us immediately by email at help@gocardless.com.

5. Who is providing the Service to you?

5.1 GoCardless is providing the Service to you. The address of our head office is:

Sutton Yard
65 Goswell Road
London
EC1V 7EN

Contact details: help@gocardless.com

5.2 GoCardless is authorised and regulated by the Financial Conduct Authority under the Payment Services Regulations 2017 (Firm Reference Number: 597190).

5.3 In using the Service, you understand and agree that: (i) we are providing it to you only and you should not share your access to the Service with anyone else; (ii) you must not use the Service for any fraudulent, unlawful or abusive purpose; and (iii) you must only use the Service in relation to your own Bank accounts using your own Security Details for those accounts.

5.4 In providing the Service, we will do so with reasonable care and skill, although we do not make any particular commitments or promises to you about the Service, including its reliability or availability or that it will be suitable for your needs. Notwithstanding this, your statutory rights remain unaffected.

6. Will I be charged a fee when I use the Service?

- 6.1 No, you will not be charged any fee by GoCardless for using the Service.
- 6.2 GoCardless reserves the right to charge a fee in the future. We will give you reasonable notice if we decide to do so.

7. Liability

- 7.1 Your purchase of goods, services, or otherwise from Merchants who have received your Account Information through the Service will at all times be subject to the Merchant's terms and conditions.
- 7.2 GoCardless is not responsible for any harm, damage or loss arising from the services provided to you by a Merchant or other third party. Such services will at all times be subject to the Merchant's terms and conditions.
- 7.3 You agree that you will be liable for any losses that are proved to be sustained by GoCardless as a direct result of your breach of these Terms.
- 7.4 We are only responsible to you for foreseeable loss and damage caused by us. Unless required by law, GoCardless shall not be liable to you for any direct or indirect loss or damages incurred due to the use of the Service.
- 7.5 We shall not be liable for any loss you may suffer as a result of your material failure to comply with these Terms or caused by matters beyond our reasonable control, for example, an interruption or failure of a utility service, pandemic, industrial action, natural disaster, explosion or accident. We do not exclude or limit in any way our ability to you insofar as it would be unlawful to do so.

8. What is the law and jurisdiction governing these Terms?

- 8.1 These Terms are governed by English law and the English courts have exclusive jurisdiction over any matter, claim or dispute (whether contractual or non-contractual) arising out of or in connection with the Terms or their subject matter or formation.

9. What do I do if I want to make a complaint about the Service?

- 9.1 If you wish to make a complaint about the Service, please contact us first using the contact details below:

Please submit complaints via email to: complaints@gocardless.com

Complaints can also be submitted in writing to:

Complaints Team
GoCardless Ltd
65 Goswell Road
London
EC1V 7EN

- 9.2 We will do our best to resolve your complaint, but if you still aren't happy with our response and you are a consumer, micro-enterprise or other eligible complainant, you have the right to refer your case to the Financial Ombudsman Service:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567

Website: www.financial-ombudsman.org.uk

There is also an online dispute resolution (ODR) platform created by the European Commission which may be used to submit complaints. More information on this ODR platform can be found at ec.europa.eu/odr.

10. What are the Financial Conduct Authority's contact details?

10.1 The Financial Conduct Authority's contact details are: Financial Conduct Authority
12 Endeavour Square
London, E20 1JN

Contact Centre: 0300 500 0597
Consumer Helpline: 0800 111 6768

11. *What do I do if I want to cancel my use of the Service*

- 11.1 If you wish to cancel your use of the Service, please notify us at bank-account-data-support@gocardless.com.
- 11.2 GoCardless is not responsible for any services provided to you by the Merchant, and/or third parties. If you wish to cancel the service provided to you by the Merchant and/or third parties, please contact them directly.

23 May 2023

