

Account Information Verification Tool Terms of Use

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

- 1.1. These terms (**Terms**) apply to a merchant who wishes to or has entered into an agreement to use the GoCardless services (**Merchant, you, your**) when the Merchant uses the Account Information Verification Tool (**Account Information Verification Tool**) provided by GoCardless Limited (**GoCardless, we us, our**) to verify the bank account details which you have provided as the bank account you wish to nominate to receive payments collected by GoCardless in its provision of the GoCardless services (**Nominated Account**).
- 1.2. Every time you use the Account Information Verification Tool 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 cannot use the Account Information Verification Tool.
- 1.3. GoCardless will assume that any individual accepting these Terms on your behalf has authority to do so on your behalf, and you agree that we are entitled to make this assumption and will be bound by any acts or omissions of any individual acting on your behalf.

2. **What is the Account Information Verification Tool?**

- 2.1. The Account Information Verification Tool is an account information service where we access information from your bank account(s) (**Account Information**) on your behalf. It enables you to verify more securely that you have access to the Nominated Account. You must give us your explicit consent before we can provide the Account Information Verification Tool to you.

3. **When will you use the Account Information Verification Tool?**

- 3.1. You will use the Account Information Verification Tool when you set up your Nominated Account and are required to use the Account Information Verification Tool to do so. You will use the Account Information Verification Tool to show that your Nominated Account details are correct, and to verify that you have access to the Nominated Account.

4. **How does the Account Information Verification Tool work?**

- 4.1. When you set up a Nominated Account, you will provide us with your personal details, including your name, email address and residential address. You will then be asked either: (a) to provide us with information about the Nominated Account, including the name on the account, the sort code and account number; or (b) select the bank the Nominated Account is held with from a drop-down list.
- 4.2. If you provide us with information about the Nominated Account, you will consent to using the Account Information Verification Tool and then be redirected to your bank where you will be asked to provide your account login and security details (**Security Details**) to authenticate yourself to your bank. Once you have successfully authenticated yourself to your bank, your bank will ask you to choose which account you wish to select for the bank to provide Account Information to GoCardless. If you select the Nominated Account, your bank will provide us with the Account Information on the Nominated Account only; If you select the Nominated Account and other of

your accounts held with your bank, your bank will provide us with the Account Information on all the accounts you select. You will then be asked by us to confirm which of the accounts you wish to select and confirm the Nominated Account. For each account you select you are giving your instructions and explicit consent for your bank to provide us with the Account Information on each selected account.

- 4.3. If you select your bank from a drop-down list, you will consent to using the Account Information Verification Tool and then be redirected to your bank where you will be asked to provide your Security Details to authenticate yourself to your bank. Once you have successfully authenticated yourself to your bank, your bank will provide us with the Account Information on all selected accounts you hold with the bank and redirect you back to us where we will present you with the Account Information. You will then be asked by us to confirm which of the accounts you wish to select as the Nominated Account. By selecting your bank from the drop-down list and proceeding to authenticate yourself with your bank, you are giving your instructions and explicit consent for your bank to provide us with the Account Information on your accounts.

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

- 5.1. The Account Information used, accessed and stored by GoCardless in providing the Account Information Verification Tool to you includes: (a) the name, account sort code, account number and account balance of the Nominated Account; and (b) if applicable, the name, account sort code, account number and account balance of any other accounts you hold with your bank. As part of the Account Information Verification Tool, GoCardless will use the Account Information to enable you to verify the Nominated Account, and may also use some of the Account Information to help prevent the fraudulent use of your accounts, as further described in our Privacy Notice.
- 5.2. When you agree to use the Account Information Verification Tool, you are:
 - a. instructing your bank to provide us with the Account Information;
 - b. giving your explicit consent for the Account Information to be used, accessed and stored by GoCardless for the purposes of providing the Account Information Verification Tool and as set out in these Terms and the [Privacy Notice](#).
- 5.3. We will not share any of the Account Information with any third party,
- 5.4. We will never ask you to share your Security Details with us, and GoCardless will not 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) and we will transmit them through safe and efficient channels, although it is your bank's responsibility to ensure that its own interfaces protect your Security Details adequately and we have no liability for that. Your bank will only provide us with the Account Information requested after you give them your Security Details and successfully authenticate yourself to your bank.

- 5.5. 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 Account Information Verification Tools, you must contact us immediately by email at help@gocardless.com.

6. What happens when you use the Account Information Verification Tool?

- 6.1. If you use the Account Information Verification Tool and successfully verify you have access to the Nominated Account through authenticating yourself with your bank, you will be directed back to GoCardless to confirm you want to set up the Nominated Account . When you click to confirm you want to set up the Nominated Account will be established.
- 6.2. If you use the Account Information Verification Tool and do not successfully verify you have access to the Nominated Account, GoCardless may require you to undergo an alternative verification process to set up the Nominated Account.
- 6.3. If you do not successfully verify you have access over your Nominated Account by failing to effectively authenticate yourself to your bank using your Security Details, we will not have access to any of the Account Information.
- 6.4. If we consider that the conditions set out in these Terms are not satisfied, or if it would be unlawful to provide you with the Account Information Verification Tool, we may refuse to do so.

7. Who is providing the Account Information Verification Tool to you?

- 7.1. GoCardless is providing the Account Information Verification Tool to you. The address of our head office is:

Sutton Yard
65 Goswell Road London
EC1V 7EN

Contact details: help@gocardless.com

- 7.2. GoCardless is authorised and regulated by the Financial Conduct Authority under the Payment Services Regulations 2017 (Firm Reference Number: 597190).
- 7.3. In using the Account Information Verification Tool, you understand and agree that: (i) we are providing it to you only and you should not share your access to the Account Information Verification Tool with anyone else; (ii) you must not use the Account Information Verification Tool for any fraudulent, unlawful or abusive purpose; and (iii) you must only use the Account Information Verification Tool in relation to your own bank accounts using your own Security Details for those accounts.
- 7.4. In providing the Account Information Verification Tool, we will do so with reasonable care and skill, although we do not make any particular commitments or promises to you about the Account Information Verification Tool, including its reliability or availability or that it will be suitable for your needs. Notwithstanding this, your statutory rights remain unaffected.

8. Will I be charged a fee when I have a Nominated Account verified using the Account Information Verification Tool?

8.1. No, you will not be charged any fee by GoCardless for using the Account Information Verification Tool.

9. Liability

9.1. 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.

9.2. 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 Account Information Verification Tool.

9.3. 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.

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

10.1. 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.

11. What do I do if I want to make a complaint about the Account Information Verification Tool?

11.1. If you wish to make a complaint about the Account Information Verification Tool, 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

11.2. 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.

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

12.1. 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

1 April 2023