

## **Account Verification Service Account Holder Terms of Use**

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

- 1.1 These terms (**Terms**) apply to you (**you, your**) when you use the account verification service (**Account Verification Service**) provided by GoCardless Ltd (**GoCardless, we, us, our**) to verify your ownership of a bank account for the purposes of sharing such information with a merchant that we also have a relationship with (**Merchant**). Every time you use the Account Verification 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 cannot use the Account Verification Service.
- 1.2 We may use machine software to translate these Terms and elements of the Account Verification Service into other languages for your convenience. This is for information purposes only and is not legally binding. In the event of any conflict between these translated versions and any other language version, this version will prevail.

### **2. What is the Account Verification Service?**

- 2.1 The Account Verification Service is an account information service where we access information from your bank account(s) (**Account Information**) on your behalf and share it with a Merchant so they can verify your identity. You must give us your explicit consent before we can provide the Account Verification Service to you. 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 the Merchant and/or third parties as applicable.

### **3. When will you use the Account Verification Service?**

- 3.1 You will use the Account Verification Service when a Merchant requires verification of your identity in connection with a service they are providing to you (**Merchant's Service**).

### **4. How does the Account Verification Service work?**

- 4.1 You will be able to access the Account Verification Service through GoCardless' website.
- 4.2 In order to use the Account Verification Service you will be asked to provide your explicit consent for us to carry out the Account Verification 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**).
- 4.3 We will also display the details of the Account Information you wish to share with us and the Merchants.
- 4.4 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, and we will confirm that we have successfully accessed the Account Information you want to share with the Merchant.
- 4.5 Access to your Account Information is granted on a one-off basis for a single 24-hour period only.
- 4.6 GoCardless does not guarantee the availability and quality of any elements of the Account Verification Service that are outside of GoCardless'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.
- 4.7 When accessing and using the Account Verification Service through Merchant websites or

applications you will also be subject to the Merchant terms and conditions, which shall govern your use of the Merchant's Services.

- 4.8 You acknowledge that provision of the Account Verification Service is dependent on: (i) your Bank providing access to your Account Information; and (ii) the validity of your consent to access the Account Information.

- 4.9 You acknowledge that the Account Verification Service is provided by GoCardless; however, the identity verification itself is conducted solely by the Merchant with reference to the Merchant's Service. While GoCardless facilitates the sharing of your bank account details via the Account Verification Service with the Merchant for this purpose, GoCardless accepts no responsibility for how the Merchant conducts its verification or any outcomes arising from it.

**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 Verification Service to you includes: (a) the name, IBAN, account sort code, account number and account balance of your selected bank account; and (b) if applicable, the name, IBAN, account sort code, account number and account balance of any other accounts you hold with your Bank.

- 5.2 When you agree to use the Account Verification Service, 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 Verification Service and as set out in these Terms and the [Privacy Notice](#); and
- (c) giving your explicit consent for the Account Information to be shared by GoCardless with Merchant(s) as instructed by you.

- 5.3 We will not share any of the Account Information with any third party, unless you have explicitly provided your consent for us to do so. **When consent has been provided, the Merchant (or applicable other third party) will only be able to view your: name, IBAN, account number and account sort code (we will not share your account balance with any third party including the Merchant).**

- 5.4 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. 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 Verification Services you must contact us immediately by email at [help@gocardless.com](mailto:help@gocardless.com).

**6. *What happens when you use the Account Verification Service?***

- 6.1 If you use the Account Verification Service and successfully authenticate yourself with your Bank, you will be directed back to GoCardless to confirm you have successfully established the connection.

- 6.2 If you use the Account Verification Service and do not successfully complete authentication at

your Bank, your identity will not be able to be verified using the Account Verification Service.

- 6.3 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 Verification Service, we may refuse to do so.

**7. *Who is providing the Account Verification Service to you?***

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

Sutton Yard  
65 Goswell Road  
London  
EC1V 7EN

Contact details: [help@gocardless.com](mailto: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 Verification Service, you understand and agree that: (i) we are providing it to you only and you should not share your access to the Account Verification Service with anyone else; (ii) you must not use the Account Verification Service for any fraudulent, unlawful or abusive purpose; and (iii) you must only use the Account Verification Service in relation to your own bank accounts using your own Security Details for those accounts.
- 7.4 We will provide the Account Verification Service with reasonable care and skill, although we do not make any particular commitments or promises to you about the Account Verification Service, 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 using the Account Verification Service?***

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

**9. *Liability***

- 9.1 Your purchase of goods, services, digital content or the Merchant's Services from Merchants who have received your Account Information through the Account Verification Service will at all times be subject to the Merchant's terms and conditions.
- 9.2 GoCardless is not responsible for any harm, damage or loss arising from the Merchant's Services or from any services provided to you by any other third party. Such services will at all times be subject to the terms and conditions of the Merchant or the relevant third party, as applicable.
- 9.3 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.
- 9.4 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 Account Verification Service or that is caused by any other person.
- 9.5 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 liability 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 Verification Service?**

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

Please submit complaints via email to: [complaints@gocardless.com](mailto: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](http://www.financial-ombudsman.org.uk)

**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

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