MONESE CUSTOMER TERMS AND CONDITIONS AUGUST 2020

IMPORTANT INFORMATION YOU NEED TO KNOW

Please read these terms and conditions (the "**Terms and Conditions**") carefully before using your Monese Account or activating your Monese Card or using any of our services. Your Monese Account and any services provided by Monese are governed by these Terms and Conditions. Monese is a trading name of Monese Limited (the "**Monese**") which is authorised by the Financial Conduct Authority under the Electronic Money Regulations 2011 (SI 2011/99) (the "**EMRs**") and the Payment Services Regulations 2017 (SI 2017/752) (the "**PSRs**") to issue electronic money and provide payment services and services ancillary to the issuing of electronic money and provision of payment services.

"**EEA**" means "EEA" (as defined in the Payment Services Regulations 2017 (SI 2017/752), Title IV, Bonds, Guaranteed Or Secured 141 Item 5 Belgium, authorised by the National Bank of Belgium) ("**NBB**") for the purpose of electronic money issuance and of payment services and which has contracted on the above address;

"**PFS UK**" means Monese Payment Services UK Limited, a company incorporated in England and Wales (company number 12349968), with its head office at Bank Chambers, 3 Borough High Street, London SE1 9QG, authorised by the FCA under the Electronic Money Regulations 2011 (SI2011/99) for the issuing of electronic money and payment instruments and which can be contacted at +44 (0) 208 1616 2000, Monese Card, Monese Card Account;

"**PFS**" means PFS UK or PFS EEA;

"**PFS EEA**" means PFS EEA, a company incorporated in Belgium (BE 0762.775.255), 166 Boulevard Auguste Reyers, 1030 Schaerbeek, Belgium, authorised by the National Bank of Belgium ("**NBB**") for the issuing of electronic money and provision of payment services and which has contracted at the above address;

"**PFS UK**" means Monese Payment Services UK Limited, a company incorporated in England and Wales (company number 12349968), with its head office at Bank Chambers, 3 Borough High Street, London SE1 9QG, authorised by the FCA under the Electronic Money Regulations 2011 (SI2011/99) for the issuing of electronic money and payment instruments and which can be contacted at +44 (0) 208 1616 2000, Monese Card, Monese Card Account;

"**PFS**" means either PFS EEA or PFS UK (as applicable);

If you are a UK Customer, then you will be entering into an Agreement with PFS UK covering both the Monese Card Account and the Monese GBP Account; and

If you are an EEA Customer, then you will be entering into an Agreement with PFS EEA covering both the Monese Card Account and the Monese GBP Account;

"**PFS**" means either PFS EEA or PFS UK (as applicable);

In this Agreement "**we**", "**us**" or "**our**" means Monese and/or PFS (as applicable) unless otherwise stated;

We are not providing you with any financial or investment advice or any other services or products not expressly provided by PFS (and save for Monese ceas as the agent of PFS) and all other services provided to you under this Agreement are provided by Monese. Since Monese can issue e-money and provide non-payment services it is not required to be authorised by the FCA under the Electronic Money Regulations 2011 (SI2011/99) and the Payment Services Regulations 2017 (SI 2017/752) and is instead registered with the FCA as a small e-money issuer and a small payment services provider. Monese is not a bank and does not provide banking services. Monese is not a member of the Financial Ombudsman Service and does not offer services covered by the Financial Services Compensation Scheme. Monese is not part of the Agreement deals with only e-money issued or certain payment services provided to you in addition to that particular Monese Account, references to us, we and our shall mean Monese, the entity which issued the e-money and provided the payment services.

By confirming that you agree to the terms of this Agreement when submitting an application for a Monese Account, or by using your Monese Account or activating your Monese Card, you agree that you have read, understood and accept the terms of this Agreement. If there is anything you do not understand please contact Customer Service using the contact details in paragraph 23 of this Agreement.

DEFINED TERMS

A list of all defined terms used in this Agreement which are not defined where we first use them is set out in paragraph 31 of this Agreement.

1. MONESE ACCOUNT LIMITS

The Monese Account has different limits and restrictions applied to it which vary depending on whether you choose to open a Monese GBP Account, a Monese EUR Account or a Monese RON Account. Please note that it may be necessary for us to place further Monese Account limits than those set out below. We can also change limits at our discretion or as required by our partners or payment card networks. We will inform you of any material changes in advance, in the event that we cover the Monese Account Limits, if we are able to do so, with such one of the revised Monese Account Limits applicable to your Monese Account.

MONESE ACCOUNT LIMITS IF YOU CHOOSE TO OPEN A MONESE GBP ACCOUNT

When applying for a Monese GBP Account, you can choose your Plan in the Monese App based on the Plan that is right for you according to the Monese Account Limits shown in the table below. Your Monese Account will be subject to the Monese Account Limits for the Plan you have chosen. If you want to change your Plan, you can do so at any time in the Monese App. If you exceed any Monese Account Limit, we will inform you and ask you to choose a different Plan. You can also downgrade your Plan to a Plan with lower Monese Account Limits if the Monese Account Limits for your current Plan are higher than those you require. If you exceed any Monese Account Limit we will be unable to choose from the Standard, Plus and Premium Plans in the Monese App. You can choose to open a Monese Joint Account with another Customer, in which case the Monese Account Limits will be shared between the two Customers, in the proportion they choose.

If you open your Monese Account on or after 1 August 2020, the Fees and any features of the Plans, available to you including fees and top up requirements, may be different to the descriptions set out in this Agreement. If you open your Monese Account before 1 August 2020 and you do not close your Monese Account, we may continue to provide your Monese Account, in respect of any Ancillary Fees and Charges, on the Fees and any features of the Plans, available to you including any fees and top up requirements. This information will also be displayed in the Monese App. If you do not like the Fees and any features of the Plans, available to you, you can close your Monese Account in accordance with clause 20 of this Agreement (Ending and closing your Monese Account).

	SIMPLE (Applies to ALL PFS STARTER / PFS STARTER Customers only)	CLASSIC (Applies to ALL PFS CLASSIC Customers only)	PREMIUM
Monese Account Maximum Balance	£ 40,000	£ 40,000	£ 40,000
Cash top-up per Top-up	Per transaction	Maximum £500	Maximum £500	Maximum £500
Cash top-up in a calendar month	Per month	£4,000	£4,000	£4,000
Top-up	Per transaction	£500	£500	£500
Top-up in a calendar month	Per month	£4,000	£4,000	£4,000
Top up in a calendar month	Per month	£5,000	£5,000	£5,000
Top up in a calendar month	Per month	500 (maximum of 2 top-ups)	500 (maximum of 2 top-ups)	500 (maximum of 2 top-ups)
Incoming UK Faster Payments	Per transaction	£ 40,000	£ 40,000	£ 40,000
Incoming UK Faster Payments	Per month	£ 40,000	£ 40,000	£ 40,000
Incoming UK BACS Payments	Per transaction	£ 40,000	£ 40,000	£ 40,000
Incoming UK BACS Payments	Per month	£ 40,000	£ 40,000	£ 40,000
Card purchases	Per transaction	£ 5,000	£ 5,000	£ 5,000
Card purchases	Per month	£ 7,500	£ 7,500	£ 7,500
Cash withdrawal via ATM	Per transaction	£ 500	£ 500	£ 500
Cash withdrawal via ATM	Per month	£ 40,000	£ 40,000	£ 40,000
Outgoing UK Faster Payments	Per transaction	£ 40,000	£ 40,000	£ 40,000
Outgoing UK Faster Payments	Per month	£ 40,000	£ 40,000	£ 40,000

MONESE ACCOUNT LIMITS IF YOU CHOOSE TO OPEN A MONESE EUR ACCOUNT

When applying for a Monese EUR Account, you can choose your Plan in the Monese App based on the Plan that is right for you according to the Monese Account Limits shown in the table below. Your Monese Account will be subject to the Monese Account Limits for the Plan you have chosen. If you want to change your Plan, you can do so at any time in the Monese App. If you exceed any Monese Account Limit, we will inform you and ask you to choose a different Plan. You can also downgrade your Plan to a Plan with lower Monese Account Limits if the Monese Account Limits for your current Plan are higher than those you require. If you exceed any Monese Account Limit we will be unable to choose from the Standard, Plus and Premium Plans in the Monese App.

	SIMPLE (Applies to ALL PFS STARTER / PFS STARTER Customers only)	CLASSIC (Applies to ALL PFS CLASSIC Customers only)	PREMIUM (Applies to ALL PFS PREMIUM Customers only)
Monese Account Maximum Balance	€10,000 (EUR equivalent)	€10,000 (EUR equivalent)	€10,000 (EUR equivalent)
	Minimum	Maximum	Maximum	Maximum
Cash top-up per Top-up	Per transaction	€5,000 (EUR equivalent)	€5,000 (EUR equivalent)	€5,000 (EUR equivalent)
Cash top-up in a calendar month	Per month	€10,000 (EUR equivalent)	€10,000 (EUR equivalent)	€10,000 (EUR equivalent)
Card purchases	Per transaction	€5,000 (EUR equivalent)	€5,000 (EUR equivalent)	€5,000 (EUR equivalent)
	Per month	€7,500 (EUR equivalent)	€7,500 (EUR equivalent)	€7,500 (EUR equivalent)
Cash withdrawal via ATM	Per transaction	€500	€500	€500
	Per month	€1,000 (EUR equivalent)	€1,000 (EUR equivalent)	€1,000 (EUR equivalent)
Outgoing SEPA Payments	Per month	€5,000 (EUR equivalent)	€5,000 (EUR equivalent)	€5,000 (EUR equivalent)
Top up via debit card	Daily	€10	€500 (equal of 2 top-ups)	€500 (equal of 2 top-ups)
	Monthly	€50	€1,000 (equal of 10 top-ups)	€1,000 (equal of 10 top-ups)
Top up via SofortUberweisung	Per transaction	€10	€5,000 (equal of 1 top-up)	€5,000 (equal of 1 top-up)
	Daily	€10	€5,000 (equal of 1 top-up)	€5,000 (equal of 1 top-up)
	Monthly	€50	€10,000 (equal of 2 top-ups)	€10,000 (equal of 2 top-ups)
Top up via Sofort	Per transaction	€10	€500	€500
	Monthly	€50	€1,000	€1,000

MONESE ACCOUNT LIMITS IF YOU CHOOSE TO OPEN A MONESE RON ACCOUNT

When applying for a Monese RON Account, you can choose your Plan in the Monese App based on the Plan that is right for you according to the Monese Account Limits on the Monese Account Limits shown in the table below.

	SIMPLE	CLASSIC	PREMIUM
Monese Account Maximum Balance	RON10,000 (EUR equivalent)	RON10,000 (EUR equivalent)	RON10,000 (EUR equivalent)
	Minimum	Maximum	Maximum	Maximum
Top up via debit card	Daily	€10	2,000 lei (equal of 1 top-up)	2,000 lei (equal of 1 top-up)
	Monthly	€50	5,000 lei (equal of 10 top-ups)	5,000 lei (equal of 10 top-ups)
Transfer2Top-up	Per transaction	€10	€5,000	€5,000
	Per month	€50	€10,000	€10,000
Card purchases	Per transaction	10	20,000 lei	20,000 lei
	Per month	50	50,000 lei	50,000 lei
Cash withdrawal via ATM	Per day	1,000 lei	1,000 lei	1,000 lei

2. SCOPE OF THIS AGREEMENT

2.1 Depending on the Monese Account you choose, your Monese Account is an e-money account held in Monese's Account (E-money's Account) (Monese E-Money Account) with our partner bank, currently Sutton Bank in the USA ("**Sutton Bank**") and Monese issues e-money to you when we accept your application for a Monese Account. We will credit the e-money held in your Monese E-Money Account with such e-money we issue to you in exchange for your payment of funds to us. We will issue e-money to you at par value and we will credit your Monese E-Money Account with such e-money we issue to you.

2.2 Your Monese E-Money Account will be used to record the e-money we issue to you from time to time. We will issue e-money to you at par value and we will credit your Monese E-Money Account with such e-money we issue to you.

2.3 Your e-money held in your Monese E-Money Account is held by Monese on behalf of our e-money customers. We do not pay you any interest or any other benefit for holding your e-money.

2.4 We acknowledge that we may commission third parties to act on our behalf in the Monese App when we provide you with any service notifications or other information about your Monese Account. We will inform you in the Monese App when we provide you with any service notifications or other information about your Monese Account. You may disconnect a copy of the Agreement from our website (www.monese.com/terms).

2.5 We may change the Monese Account we provide to you from time to time at our discretion. We will inform you in the Monese App when we provide you with any such change. If we do so, we will ask you to choose a Plan in the Monese App, your Monese Account is active, and you have given the necessary consents which the Authorised Third Party Provider is required to. Applicable Laws and Regulations to obtain from you, you will be deemed to have accepted such change if you do not contact us to terminate this Agreement in accordance with clause 20 of this Agreement (Ending and closing your Monese Account) before the change takes effect.

2.6 Due to security safeguards, Merchants that accept the Monese Card are expected to seek authorisation from us for all of the transactions you make. In some circumstances Merchants may be able to process certain transactions without seeking authorisation from us, for example, for small amounts. We will not be responsible for the actual and final value of the transaction you make. Merchants request this so they may need to access more funds than you initially planned to spend. This may be the case for:

2.6.1 hotels, rental cars;

2.6.2 Internet Merchants – Internet Merchant Orders set with, no organisation of an identified charge, special request for payment authorisations to verify if funds are available;

Where Merchants, particularly online Merchants, request payment from a Monese Card and goods are dispatched. We should be aware of any operations that will be debited to the Monese Account after the initial authorisation request. We will block the amount of funds you have agreed to pay for the initial authorisation request. If subsequent transactions of relevant amounts are suggested under 2.6.1 and 2.6.2 unless you authorise the relevant amount of funds to be released. We will release any blocked funds without undue delay after we become aware of the transaction or upon receipt of a payment order for the relevant transaction.

2.7 Where you have agreed that another person can take a payment create from your Monese Account, if you have given your Monese Card details to a retailer for the purpose of making a payment or making a card payment, we will be able to treat such use as an refused a payment if all the following conditions are satisfied:

2.7.1 the authorisation given did not specify the exact amount to be paid;

2.7.2 the amount that has been charged to your Monese Account was more than could reasonably have expected to be paid in the circumstances, taking previous spending patterns and;

2.7.3 we make the refund requested within eight weeks of the date when the payment was taken from your Monese Account.

2.7.4 you will provide us with such information as we may reasonably ask for in order to satisfy us of the matters in 2.7.1-2.7.3 is satisfying.

2.7.5 you can ask us to make a refund under paragraph 2.7 then, within 10 Working Days of the date we receive your request (or if we ask for more information under paragraph 2.8, within 10 Working Days after we receive all the information we ask for) we will either:

2.7.6 refund the payment in full; or

2.7.7 give reasons why we do not agree to the refund.

2.7.8 You will not be entitled to refund under paragraph 2.7.1.

2.7.9 You have given us your consent for the payment to be made; and

2.7.10 we are applicable via the Sutton Bank, Mastercard or Visa rules, we have given information on the payment in question at least four weeks before the due date of the payment; or

2.7.11 the payment in question earlier than you reasonably expected to pay it, taking into account your previous spending patterns.

2.8 Paragraph 2.6 does not limit your rights under the Direct Debit Guarantee Scheme (Monese GBP Accounts and Monese GBP Cards only) and SEPA Direct Debit Collection Scheme (Monese EUR Accounts and Monese EUR Cards only).

2.9 If a Merchant agrees to give you a refund for a purchase made using the Monese Card, the funds will be added to the Available Balance of the Monese Account when we receive the funds from the Merchant.

LIMITS ON THE USE OF THE MONESE CARD

2.10 The Monese Card cannot be used in all situations. Where it is not possible to obtain active authorisation this may cause a sufficient Available Balance for the transaction, we will not be responsible for any loss you may suffer as a result. We may also place other limits or restrictions on Card Payments. You will be responsible for all other transactions we allow through if we make a mistake in authorising a transaction.

2.10.1 The Monese Card should not be used as a form of identification.

2.10.2 The Monese Card should not be used as a form of identification.

2.10.3 The Monese Card should not be used for any illegal purpose or in any manner prohibited by law.

2.10.4 The Monese Card should not be used for any purchase of a nature, or from a Merchant, or Transaction Merchant is related to industrial trading or crypto-currency.

2.10.5 You must use up to terminate our Monese Credits at no time be in contravention of the provisions paragraphs 15.4 to 15.7 of this Agreement.

EXPIRY DATE

2.10.6 The expiry date of the Monese Card is printed on the front of the Monese Card. You will not be able to use the Monese Card once it expires. If you request a replacement Monese Card, we may charge you a replacement Monese Card fee in accordance with paragraph 15.1 of this Agreement.

3. USING YOUR MONESE ACCOUNT

3.1 If you have a Monese EUR Account, you can use your Monese Account for sending Euro payments, receiving Euro payments and receiving SEPA Credit Transfers and for Foreign Currency Transactions, each subject to Monese Account Limits.

3.2 If you have a Monese GBP Account, you can use your Monese Account for sending and receiving Transfers2Top-up and for Foreign Currency Transactions, each subject to Monese Account Limits.

ADDING FUNDS TO THE MONESE ACCOUNT

3.3 You can add money to your Monese Account in various ways, provided it is within your Monese Account Limits.

3.3.1 You can add money to your Monese Account in the following ways (also called "Monese Payment Methods"):

3.3.2 by topping up with a debit card registered with us, provided that the debit card belongs to you (currently we do not accept payments from credit cards);

3.3.3 by topping up your Monese Account with a Top-up Card from a debit card registered with us;

3.3.4 by topping up your Monese Account with a Top-up Card;

3.3.5 by using Apple Pay or Google Pay to add money to your Monese Account from cards registered in your iTunes account with either Apple Pay or Google Pay and in monese where either Apple Pay or Google Pay is accepted;

3.3.6 by asking a UK you have a Monese GBP Account with the following methods:

3.3.7 Faster Payments;

3.3.8 Faster Payments;

3.3.9 by asking cash to your Monese EUR Account at certain Merchants with the use of Paysafe;

3.3.10 requesting money from other Customers using the Monese App to send you a payment request;

3.3.11 by receiving your salary into your Monese Account;

3.3.12 by asking to your Monese Account, you need to follow the instructions in your Monese App. We are not responsible for any money which is sent to us;

3.3.13 Two UK Customers Monese Accounts, you can send a distance and a final payment and we can may charge us any top-up of the relevant Payment Methods available to you on any time without informing you;

3.4 Some of the Monese Payment Methods that we offer to you from time to time depend on the services of third parties and you may have to agree to the terms and conditions of these third parties before you can use them. We will be responsible for the services provided by third parties.

3.5 The relevant Payment Methods available to you will depend on a number of factors, including where you live.

3.6 Funds can also be added to your Monese Account through incoming international Payments and you will receive Monese Account details for this purpose. Funds linked to a prepaid card, or, will credit the Monese Account in the currency of the prepaid card.

3.7 Depending on how funds are added to the Monese Account, fees may apply, see paragraph 11.

3.8 We may refuse to accept a top-up if we believe it is in breach of our obligations under Applicable Laws.

3.8.1 the Monese Account has reached the Monese Account Maximum Balance or Monese Account Limits;

3.8.2 the Monese Account is blocked;

3.8.3 We provide you with the Monese Account Maximum Balance Monese Account Limits for your Monese Account;

3.8.4 we suspect fraudulent activity on your Monese Account; or

3.8.5 we believe that it is necessary to do so for security reasons.

3.9 The Funds may be sent back to the sender without notifying you if paragraph 3.5 applies.

ON FASTER PAYMENTS, SEPA CREDIT AND INTERNATIONAL PAYMENTS TRANSFERS OUT

3.10 We make commitments to the other payment service providers that we will use the transfer system of the payment as a means to pay in your Monese Account by sending the details of the person who wish to pay as set out in the following table:

	Monese EUR Account	Monese GBP Account	Monese EUR Account or Monese GBP Account or Monese RON Account
Type of transfer	SEPA Credit Transfer	UK Faster Payment	International Payment Transfer2Top-up
Customer provides you with a pay this "Unique Identifier"	Monese IBAN Monese BIC Sutton Bank's name	Monese Sort Code Monese Account Number Sutton Bank's name	Monese Account Number Monese Sort Code Sutton Bank's name Monese Legal Entity Name Monese Legal Entity Address Monese Legal Entity Name Monese Legal Entity Address Monese Legal Entity Name Monese Legal Entity Address Monese Account number Monese Sort Code Monese Account number

You will then undergo some security authentication steps on the Monese App.

3.10.1 The security authentication steps have been successfully completed, a payment to that authorised payee can be made via the Monese App. Provided we process the payment instruction, we will be deemed to have carried out our obligation to make payment to the payee's payment service provider in accordance with the Unique Identifier provided.

3.10.2 In your responsibility to check there is sufficient Available Balance before sending any payment out. If your Monese Account does not have sufficient Available Balance, we will not process the payment.

3.10.3 If you update your mobile number, via the Monese App or Customer Services, you are not able to set up a new payee for making payments for 24 hours.

3.10.4 We may set a cut-off time for processing payments. Payment instructions received by your Monese Account after we receive the funds from the recipient bank.

DIRECT DEBITS FROM A MONESE ACCOUNT

3.11 To set up a Direct Debit from your Monese Account, you must first authorise the organisation taking Direct Debit payments from your Monese Account.

3.11.1 A Direct Debit on your Monese Account specifies that payment is to take place on a specified date or on the last day of each payment period, then we will make the Payment instruction to be sent to your Monese Account.

3.11.2 A Direct Debit payment is usually taken from your Monese Account at the beginning of the Working Day it is due.

3.11.3 If you have set up a Direct Debit on your Monese Account, we will process the payment on the Working Day it is due, if there is sufficient Available Balance on your Monese Account. If there is not sufficient Available Balance on your Monese Account, we will not process the payment and will treat the Direct Debit payment as not received.

3.11.4 In the case of a Direct Debit, you can revoke a payment order as long as the end of the Working Day preceding the day agreed for debiting the funds. The revocation must be made in writing.

INTERNATIONAL PAYMENTS

3.12 The Monese Account can be used to make outgoing International Payments to overseas bank than the underlying currency of your Monese Account is either Euro (Monese EUR Account) or Pound Sterling (Monese GBP Account). The Monese EUR Account is not a Euro Account and Monese GBP Account is not a Pound Sterling Account. We will convert the Transaction to a third party currency exchange and payment service provider in order to complete the transaction.

3.12.1 We may use International Payments to send money to a recipient bank in a country other than your country of residence. We will convert the transaction request at the best exchange rate available to us by the third party currency exchange and payments service provider that will perform the currency exchange and/or transfer the Funds. The applicable exchange rate and any other fees or charges will be shown in the Monese App before you confirm the payment order.

3.12.2 We may charge International Payments (for your Monese Account using the Monese International Deposit Address) in the Monese App to provide identifying details of a payment sent to your Monese Account. We will inform you in the Monese App if we charge you for International Payments. We will credit your Monese Account with the amount of the Funds received minus any charge that we may levy for such International Payments. We will credit your Monese Account EUR Account in euro or RON Account in lei if we have a Monese EUR Account and the payment is received in euro or Monese RON Account and the payment is received in lei. If we have a Monese GBP Account and the payment is received in euro or Monese RON Account we will convert the payment into pounds sterling in RON Account, if you have a Monese RON Account and the payment is received in euro Monese RON Account will be credited in the same currency, otherwise we will convert the payment into lei. We will credit your Monese Account with such converted amount. We will not be responsible for any loss, cost, charge, expense or other liability you may suffer in connection with such payments which arise prior, without limiting the foregoing we shall not be responsible for any loss or damage that you may suffer as a result of any delay in our receipt of the relevant funds minus any charge we may levy for such International Payments.

3.12.3 We will not charge for International Payments. Some sending banks or intermediary banks will charge fees for sending the International Payments to the Monese International Deposit Account in which case we will deduct such fees from the amount received before crediting your Monese Account.

3.12.4 We can give information or advice on exchange rates to support International Payments. We exchange rate for outgoing payments to the Monese App, and rates especially in paragraph 3 transfer on the Monese.

Type of Transaction	Timescale
Incoming payment	Funds will be added to your Monese Account the same Working Day we receive the funds.
Monese outgoing transfer	Payment order is received by us by 3pm on a working Day payment will be made by the end of the next Working Day.
Incoming payment	Funds will be added to your Monese Account the same Working Day we receive the funds.

Following Banking Day, the cannot stop a transaction after it has been transmitted to us and you have given your consent, or when you have given your consent to a payee (beneficiary).

8.7.1 Notwithstanding the foregoing, we may, in our absolute discretion, accept a request from you to stop a transaction, or revoke a mandate, after the end of the cut-off time. Where we do, we may charge you a fee.

8.7.2 We will use our commercial reasonable efforts to stop or reverse a payment if you request us to do so, but we do not guarantee that we will be able to do so. We will not be liable to you if we are unable to stop or reverse a payment.

8.8 Unless we are prevented by law or other legal process from doing so, we may, at our discretion, block, cancel or reverse a transaction, or refuse to process any transaction or instruction if:

8.8.1 the transaction or instruction is in breach of these Terms or any other agreement between you and us;

8.8.2 we have reasonable grounds to believe that the transaction or instruction was not made by you or that it is unauthorised or fraudulent;

8.8.3 we have reasonable grounds to believe that the transaction or instruction will be illegal, or will cause you or us to breach applicable laws;

8.8.4 we have reasonable grounds to believe that the transaction or instruction will cause us to breach our agreement with our Payment Initiation Service Provider;

8.8.5 we have reasonable grounds to believe that the transaction or instruction will cause us to breach our agreement with our Payment Initiation Service Provider;

8.8.6 we have reasonable grounds to believe that the transaction or instruction will cause us to breach our agreement with our Payment Initiation Service Provider;

CLOSURE OF MONESE JOINT GBP ACCOUNT OR MONESE JOINT EUR ACCOUNT

12.17 Save where prohibited applicable otherwise in clause 12.15, both Monese Joint Account Holders must agree to the closure of the Monese Joint Account and the transfer of any funds within it at the point of closure in order for the closure to be effective.

13. UNAUTHORISED AND INCORRECT TRANSACTIONS

13.1 If you have a reason to believe that a transaction or a Monese Transaction Card, Monese Authentication Method, or a Payment Initiation Service Provider, you must inform Customer Services immediately via telephone or in-app chat, but in any events within 13 months of the date of the relevant transaction.

13.2 If we inform you of a suspicious or actual fraudulent transaction, we will do so by in-app chat or SMS.

13.3 We obligations lies with us to prove that the transaction was authenticated, accurately recorded, entered on our accounts and not affected by a technical breakdown or any other deficiency or error.

13.4 We will be liable for any unauthorised transactions made from your Monese Account or Monese Card if we have deliberately or with gross negligence failed to keep your Monese Account or Monese Card safe, or failed to inform us of the loss, theft or misappropriation of your Monese Card or Monese Account. We will not be liable for any unauthorised transactions made after notifying us of the loss, theft or misappropriation of your Monese Card or Monese Card security information or Monese Account security details has been lost, stolen or compromised or where the Monese Card has been used in circumstances in which a Monese Card does not normally need to be authorised by a PIN or signature.

13.5 We are responsible for making payments on your Monese Account correctly. If you tell us that a payment has been made incorrectly, we will immediately refund your Monese Account with the amount which may be the subject of a payment error and restore your Monese Account to the position it would be in if the payment error had not been made. We will not be liable for:

13.6 Regardless of liability, if you wish to make a request for information regarding the execution of a payment transaction, we will make immediate efforts to trace the payment transaction and notify you of the outcome free of charge.

14. VARIATION

14.1 We may amend or delete these terms including fees and limits by providing you with at least two months' notice by email (unless we have supplied as with us as to deem a mail address). In addition, the most recent version of this Agreement will be available on the Monese App.

14.2 If you do not agree to proposed changes, you may terminate this Agreement and your Monese Account free of charge before the proposed date of entry into force of the relevant amendment. If you do so, you will not be charged any fees for this termination but you will be liable for any transactions made before the termination and be charged in accordance with the fees and limits in this Agreement.

14.3 If any part of this Agreement is inconsistent with any regulatory requirements then we will not rely on that part but insert a term that is as close to it as possible within the relevant requirements.

14.4 There are some situations where we can make changes to this Agreement and we do not have to tell you in advance. These changes you probably expect because of the nature of the product, such as, if we decide to do an improvement to our Monese Account or Monese Card, or if we make changes to our fees and charges that benefit you when any of the following happen:

14.5 We may also make changes without notice to you, before complaints handling procedure agreed or use of a Monese Card in a new service or feature from which you can benefit.

14.6 If Article will not always, possible, give you at least 2 months' notice of the changes required by Applicable Laws and Regulations, there may be exceptional instances where this may not possible.

15. TERM AND TERMINATION OF THIS AGREEMENT

TERM

15.1 This Agreement will continue until we notify you that we have ceased to provide you with an account and/or Monese Account. This Agreement will then continue until terminated in accordance with clause 15.2 below.

15.2 We may terminate this Agreement at any time if we give you two months' notice via email, in-app messaging or text and will tell the Available Balance to you without charge. We can do terminate this Agreement with immediate effect if you have breached any provision of this Agreement, or if we have reason to believe that you have, or is likely to, breach any provision of this Agreement in a way that is material or we have reasonable grounds to believe that you have used your Monese Account or Monese Card for fraudulent purposes or in a way that may adversely affect the Monese Card or Monese Account or other Monese customers or persons.

15.3 The parties retain their usual legal rights to insist that Transactions are unenforceable, void or discharged, in line with usual common law principles including, but not limited to, cheque and card or Direct Debit Scheme Rules, even if we do not exercise our rights under these terms in full.

15.4 In the event that any additional fees are found to have been incurred on your Monese Account following termination (or either one), or, when closed, to this Agreement, you will remain liable for any such fees and we may deduct such fees from any balance in New Monese Account or Monese Card or Monese Account. We will send to inform you and will repay you as efficiently as reasonably practicable. Should you repay this amount immediately after receiving an invoice from us we reserve the right to take of steps requiring you to pay the amount back within a shorter period.

16. SUSPENSION OF THIS AGREEMENT

16.1We can suspend or cancel your Monese Account and/or your Monese Card at any time with immediate effect if:

16.2 Let discuss any of the information that you provided to us when applied for your Monese Account was incorrect; or

16.3 we suspect or is unsure suspected unauthorised or fraudulent use of the Monese Account, Monese Card or we suspect that:

16.4 you have reached your Monese Account Limits;

16.5 we have breached this Agreement;

16.6 we believe that it is necessary for security reasons;

16.7 we have legal obligations requires us to do so; or

16.8 we have reasonable grounds that you are, or intend to, use the Monese Account or Monese Card in a grossly negligent manner or for fraudulent or other unlawful purposes if an turnout process any transactions due to the existence of third parties.

16.9 If we suspend or cancel your Monese Account and/or your Monese Card, we will let you know either prior to or immediately after suspending or terminating your Monese Account and/or your Monese Card, and provide you with the reasons for doing so, unless we are unable or prevented to do so for safety reasons to be in breach, or otherwise, we have reasonable grounds not to do so in accordance with applicable laws.

17. BLOCKING YOUR MONESE CARD

17.1 We may block or stop your Monese Card if:

17.2 we believe this is necessary for security reasons;

17.3 we have been asked to report unauthorised or fraudulent use of the Monese Card; or

17.4 you are required to do so by Applicable Laws and Regulations.

17.5 In the event that we do stop or block your Monese Card, we will let you know either prior to or immediately after stopping or blocking your Monese Card, and provide you with the reasons for doing so, unless we are unable or prevented to do so for safety reasons to be in breach, or otherwise, we have reasonable grounds not to do so in accordance with applicable laws.

18. OUR LIABILITY

18.1 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud, or otherwise to the extent that such liability cannot be limited or excluded by Applicable Laws and Regulations.

18.2 We will only be liable to you for which resulting from our breach of this Agreement or our negligence, subject to a total of 5 calendar months fees of relevant Monese Account and Monese Card. We will not be liable for any loss of business, loss of profit, loss of revenue, loss of anticipated savings or punitive losses.

18.3 We shall not be liable for any breach of policy, failure of business, in cash cases whether direct or indirect or for any indirect, consequential, special or punitive losses.

18.4 Unless Monese Card is lost, stolen or misappropriated, we will be liable for any loss of funds in your Monese Account or the misuse of the Monese Card, or of any other security, if the misuse or loss occurred as a result of our negligence or breach of this Agreement.

18.5 where sums are mistakenly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount.

18.6 We are not liable to you for any loss or damage, in contract, tort, misrepresentation, or otherwise, arising out of or in connection with this Agreement, then our liability shall be set out on paragraph 12.

18.7 In all other circumstances of default, our liability will be limited to refund of the Available Balance.

18.8 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud, or otherwise to the extent that such liability cannot be limited or excluded by Applicable Laws and Regulations.

18.9 The above exclusions and limitations set out in this clause shall apply to our liability of our affiliates and partners such as Mastercard, and other suppliers, contractors, agents or distributors and of their respective affiliates and shareholders if and to any extent that such liability is not excluded.

19. YOUR INFORMATION

19.1 Complaints regarding any element of the service provided by us can be sent to Customer Services on instant messaging through the Monese App or by email to complaints@monese.com. We will acknowledge receipt of your complaint within 15 calendar days.

19.2 We commitments will be subject to our complaints procedure. We will provide you with a copy of our complaints procedure upon request and if we receive a complaint from you we will deal with it in accordance with our complaints procedure. We will let you know if we change our complaints procedure.

19.3 We complaints will be dealt with in an adequate timeframe and at the lowest level possible. If, within 15 Working Days of the situation in question being reported, we are unable to resolve the matter to your satisfaction, we will usually be in a position to let you know we are looking into your complaint and provide you with a date by which you should receive a full reply to your complaint. This deadline will be no later than 35 Working Days after the complaint was initially received an email.

19.4 In order to deal with your complaint in a fair and reasonable way, we will:

19.5 If your Agreement is with Monese and PPS, the Ombudsman whose address is Exeter House, 5 Rockwood Av, Milton Keynes, MK 7ER, 0300 123 0962, or at www.financial-ombudsman.org.uk. We will be bound by decisions of the Financial Ombudsman Service.

19.6 If your Agreement is with Monese and PPS, the Financial Ombudsman Service whose address is Exchange Tower, London E14 9SR or via telephone on 0800 023 4567 (from inside the UK) or 00 44 20 7964 0500 (from outside the UK) or via the website www.financial-ombudsman.org.uk. We will be bound by decisions of the Financial Ombudsman Service www.financial-ombudsman.org.uk.

19.7 There are also other options available for customers who have a complaint about the Regulated Activities which are provided by other businesses available by visiting the Citizen Advice website www.citizenadvice.org.uk.

20. GENERAL

20.1 If a court or other competent authority rights or remedy under this Agreement is or will be held unenforceable as a result of that right or remedy or prevents its exercise at any subsequent time.

20.2 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

20.3 We may not assign or transfer any of our rights and/or benefits under this Agreement and you shall be liable party to the contract between us. You will remain liable until all Monese Accounts and Monese Cards issued to you under this Agreement are cancelled or you have paid all amounts due under this Agreement in full. We may assign or transfer our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement to the extent permitted by Applicable Laws and Regulations.

20.4 No third party who is not a party to this Agreement has a right to enforce any of the provisions in this Agreement, save that Mastercard and their respective affiliates may enforce any provisions of this Agreement which confer a benefit or right on them. Termination of this Agreement will be subject to the rights of Mastercard.

20.5 If you have a contract with PPS UK (Payment Protection Services) we act in Schedule 4 of the Payment Service Regulations 2017 and you can obtain a copy of Schedule 4 of the Payment Services Regulations 2017 and the Consumer Protection (Distance Selling) Regulations 2000 by contacting the Citizens Advice Bureau or the Office of Fair Trading. If you have a contract with PPS UK (Payment Protection Services) we act in Chapter 2 of the Economic Law Code and you can obtain a copy of the Agreement at any time by visiting the Monese App or the Website.

20.6 If our Agreement is with Monese and PPS UK, Monese is authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 for the provision of payment services. Our Financial Conduct Authority register number is 900699.

20.7 If our Agreement is with Monese and PPS UK, the Financial Ombudsman Service whose address is Exchange Tower, London E14 9SR or via telephone on 0800 023 4567 (from inside the UK) or 00 44 20 7964 0500 (from outside the UK) or via the website www.financial-ombudsman.org.uk. We will be bound by decisions of the Financial Ombudsman Service www.financial-ombudsman.org.uk.

20.8 Some of our services are provided by our Partners. We may use our Partners in order to provide services to you. We ensure that we have contracted with our Partners to provide services to you. We may subcontract any of our obligations under this Agreement to the extent permitted by Applicable Laws and Regulations.

20.9 No third party who is not a party to this Agreement has a right to enforce any of the provisions in this Agreement, save that Mastercard and their respective affiliates may enforce any provisions of this Agreement which confer a benefit or right on them. Termination of this Agreement will be subject to the rights of Mastercard.

20.10 If you have a contract with PPS UK (Payment Protection Services) we act in Schedule 4 of the Payment Service Regulations 2017 and you can obtain a copy of Schedule 4 of the Payment Services Regulations 2017 and the Consumer Protection (Distance Selling) Regulations 2000 by contacting the Citizens Advice Bureau or the Office of Fair Trading. If you have a contract with PPS UK (Payment Protection Services) we act in Chapter 2 of the Economic Law Code and you can obtain a copy of the Agreement at any time by visiting the Monese App or the Website.

20.11 If our Agreement is with Monese and PPS UK, Monese is authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 for the provision of payment services. Our Financial Conduct Authority register number is 900699.

20.12 The Ombudsman Service: Complaintsfee Schedule and Ombudsman Scheme Rules 1.1. Business to Business Mediation Scheme Rules 1.1. Business to Consumer Mediation Scheme Rules 1.1. Business to Business Mediation Rules 1.1. Business to Consumer Mediation Rules 1.1.

20.13 If our Agreement is with Monese and PPS UK, the Financial Ombudsman Service whose address is Exchange Tower, London E14 9SR or via telephone on 0800 023 4567 (from inside the UK) or 00 44 20 7964 0500 (from outside the UK) or via the website www.financial-ombudsman.org.uk. We will be bound by decisions of the Financial Ombudsman Service www.financial-ombudsman.org.uk.

20.14 Your Monese Account Number, Sort Code and Monese Card Number may be used by Monese Account Holders to transfer funds to your Monese Account. For example to pay bills.

Economic Law Code – the Polish Economic Law Code, as amended from time to time

EEA – the European Economic Area, which currently includes all countries in the European Union together with Iceland, Norway and Liechtenstein.

e-money – the electronic money associated with your Monese Account.

EU Customer – has the meaning given in the paragraph headed "Important information you need to know".

FCA – Financial Conduct Authority, the competent authority of Monese under the Payment Services Regulations 2017.

Foreign Currency Transaction – has the meaning given in paragraph 5.2.

Full Deductible Amount – the full monetary amount in Monese Transaction Insurance Claim along with associated fees, charges and taxes.

Interest Payment Methods – means the method in which we pay you interest on your Monese Account, which may be in cash or in cryptocurrency.

Information – any personal information related to you.

Monese Account Details – your Monese Account Number, Sort Code and Monese Card Number and other information provided by us to you from time to time for the purpose of receiving payments from people in accordance with your standing order and Direct Debit instructions, including, but not limited to, your Monese Account Number, Sort Code, IBAN and BIC, and, in the EEA and UK, in SWIFT for a Monese Account.

Monese Account Number – the unique number we allocate to your Monese Account.

Monese Account Limits – maximum limits in relation to the Monese Account, such as Monese Account – Maximum Balance, and topping up limits as shown in the applicable tariff in paragraph 2.

Monese Account Maximum Balance – the maximum balance you can have on your Monese Account as referenced in the applicable table in paragraph 1.

Monese App – a smartphone App that allows you to have access to your Monese Account which is provided to you by Monese.

Monese Card – if you opt to have a card, the Monese Card and Monese Card Number associated with your Monese Account.

Monese Client Account – a Monese Account based on the Clearo Plus.

Monese Classic Account – a Monese Account based on the Clearo Classic.

Monese EUR Account – a Monese Account denominated in euro, including a Monese Joint EUR Account.

Monese GBP Account – a Monese Account denominated in pounds sterling, including a Monese Joint GBP Account.

Monese Joint EUR Account – a Monese Account denominated in euro and held in the name of two persons in EUR denomination and available to residents of the EEA (excluding UK and France) that is used and managed by one of the Monese Joint Account Holders.

Monese Joint GBP Account – a Monese Account held in the name of two persons in GBP denomination and available to residents of the United Kingdom that is used and managed by one of the Monese Joint Account Holders.

Monese Joint Account Holder – either of two persons entering into this Agreement and/or jointly holding a Monese Joint Account.

Monese International Payment Account – Monese Account that includes International Payments such as Monese IBAN.

Monese Plus Account – a Monese Account based on the Plus Plan.

Monese Plus Customer – Customer holding a Monese Plus Account in any currency.

Monese Premium Account – a Monese Account based on the Premium Plan.

Monese Premium Customer – Customer holding a Monese Premium Account in any currency.

Monese RON Account – a Monese Account denominated in Romanian leu.

Monese RON Card – a Monese Card associated with a Monese RON Account.

Monese Simple Account – a Monese Account based on the Simple Plan.

Monese Simple Customer – Customer holding a Monese Simple Account in any currency.

Monese Starter Account – a Monese Account based on the Starter Plan.

Monese Starter Customer – Customer holding a Monese Starter Account in any currency.

MSR – has the meaning given in the paragraph headed "Important information you need to know".

Payment Details – the details you provide to enable funds to be received into your Monese Account or the details that you provide in order to send funds from your Monese Account.

Payment Initiation Service Provider – a third party which is authorised by or registered to provide Payment Initiation Services to you with your consent and which, where relevant, which you have instructed to do so.

Payment Initiation Services – an online service which accesses your Monese Account to initiate the transfer of funds on your behalf.

Payment Instruction – an instruction from you to us to make a payment from your Monese Account.

PIN – your four digit personal identification number for use with the Monese Card.

Plan – the Monese plan for your Monese Account, being Simple, Classic or Premium (or, only if you applied for a Monese Account and chose the price plan before 1 July 2019, Starter or Plus).

PPS – has the meaning given in the paragraph headed "Important information you need to know".

PPS UK – has the meaning given in the paragraph headed "Important information you need to know".

PPS UAE – has the meaning given in the paragraph headed "Important information you need to know".

Prohibited Use – has the meaning given in the paragraph headed "Prohibited use of your Monese Account".

Reward Code – means the code which we may provide to you from time to time which entitles you to receive any Monese RON Accounts, under the name SMS marketing money orders.

Regulation – EU Law Agreement with Monese and PPS UK, the MRR, or EU Law Agreement with Monese and PPS UK, the PSR.

RON – Romanian currency (the leu).

RON Account Holder – a Monese Account Holder who holds a Monese RON Account.

SCA – a Strong Customer Authentication which the meaning given in paragraph 12.

SEPA Credit Transfer – an open-loop payment delivery scheme and operating another euro account in the SEPA Region.

SEPA Direct Debit Customer/Consumer – a customer protection from payment error in euro. Please refer to the Monese website or Monese App for more information.

SEPA Region – the region that is made up of the EEA, Switzerland, the United Kingdom, Andorra, Monaco, San Marino and Vatican City State.

Sort Code – a Monese Account Number and Sort Code that Monese uses to authorise SEPA Credit Transfers and Direct Debit transactions to the Monese App from bank accounts in various countries.

Statement Cycle – means the date of termination of this Agreement, however, needs.

Terms and Conditions – has the meaning given in the paragraph headed "Important information you need to know".

Transfeed – means the second system used to process direct debit payments. Payments using your Monese RON Account, under the name DD?

Terms and Conditions – has the meaning given in the paragraph headed "Important information you need to know".

Unique Identifier – the details of the person you want to pay or are paid to (such as a sort code and an account number).

UK Customer – has the meaning given in the paragraph headed "Important information you need to know".

UK Faster Payment – is an online payment system that allows you to make and receive electronic payments in the UK using your Monese GBP Account which is replaced by the important bank actions and payment system in the UK, which is operated by Vocalink and Pay.UK.

we, us, our – has the meaning given in the paragraph headed "Important information you need to know".

Website – www.monese.com.

Working Day – Monday to Friday but does not include (i) if your Agreement is with PPS UK, bank or public holidays in Belgium or (ii) if your Agreement is with PPS UK, bank or public holidays in England.

you, your – the Monese Account Holder and/or each of the Monese Joint Account Holders.

APPENDIX A
MONESE FEE TABLE AND CONDITIONS
PLEASE READ THESE FEE TABLE AND CONDITIONS VERY CAREFULLY

IF YOU HAVE ANY QUESTIONS, PLEASE EMAIL US AT hi@monese.com

Introduction

Monese Limited ("Monese" or "we", "us", "our") is pleased to offer you ("Monese Customer") access to, and use of, our Monese Plus platform which is linked to an interface operated by a third party EMEA Limited ("Mastercard Payment Gateway Services") and Mastercard Europe S.A. ("Mastercard") (collectively, "Monese").

MSPS is an Authorised Third Party Provider under the Payment Services Regulations 2017 and Electronic Money Regulations 2011 and Conditions ("Monese T&Cs").

MSPS operates and runs a marketing network of gatherers and advertisers to facilitate, amongst other things, affiliate and performance marketing ("Network").

Monese has agreed to implement the Network and Monese Services and Monese Plus to be defined in the relevant terms and conditions provided to MSPS ("MSPS T&Cs") under which MSPS provides Monese the access to the Network, being an interface and software platform operated by MSPS ("Interface"), which is linked to Monese Hub.

Monese Hub contains links to and information about products and services ("Ms Products") made available by third parties ("Advertisers"), who have agreed with MSPS or a MSPS group company to the inclusion of Ms Products in the Network. Monese Customer's use of Ms Products is governed by the relevant terms and conditions of the Advertiser or Ms Product in accordance with clear agreement with MSPS.

Under the MSPS T&Cs MSPS will pay Monese compensation and bounties in respect of approved, valid, and approved lead resulting from your visit to the Monese Hub and any purchase of any Products on Monese Hub, any click or any display of advertisement or Advertisement by Advertisers ("Monese Bounties").

These Monese Fee Terms and Conditions ("Monese Fee T&Cs") together with other documents referred to in the applicable table in paragraph 1 set out the basis on which we will provide you with access to and use of the Monese Hub, Products and Services made available on the Monese Plus ("Services").

By accessing the Monese Hub, you are accepting and consenting to the terms contained in this Monese Hub Agreement and if you wish not to be bound by these, you should not access the Monese Hub.

From time to time we may change the terms of the Monese Hub Agreement and we shall notify you of such

changes and by continuing to access the Monese Hub you are accepting these changes to this Monese Hub

Agreement.

PLEASE READ THE GOPP INFORMATION UNDER THE FOLLOWING HEADING

1. RESPONSIBILITY FOR THE PRODUCTS:

1.1 RANGE YOU MEAN NOT DO:

1.2 NO WARRANTIES;

1.3 LIABILITY;

1.3 Responsibility for the Products

1.3.1 You understand and accept that:

1.3.2. Advertisers are independent of us and not in any way connected with us;

1.3.3. Advertisers are solely responsible for their respective Products and may have separate terms which apply to your use of Products (what is your responsibility to check and ensure that you are comfortable with them);

1.3.4. your use of any Products is at YOUR OWN RISK and that we do not bear liability to you in this Monese Hub Agreement in respect to your use of such Products;

1.3.5. The content, and the availability of Products on the Monese Hub, should NOT be construed as any form of:

1.3.6. advice, recommendation, endorsement or satisfaction or

1.3.7. representation, warranty or guarantee that the Products are appropriate or suitable for you;

1.2. Things you must not do

2.1. You agree that you will not:

2.1.1. access or use the Moneee Hub, Products or content for any commercial or business purposes;

2.1.2. do anything that affects the integrity or security of the Moneee Hub or causes(or may cause) harm, damage or unreasonable inconvenience to other users of the Moneee Hub or us;

2.1.3. gather, extract, download, reproduce, display and/or advertise on any website, other online or off-line service or otherwise, any content;

2.1.4. copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit or distribute all or any part of the Moneee Hub or content other than permitted by your Licence (as defined below);

2.1.5. reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of the Moneee Hub;

2.1.6. access the Moneee Hub or use the content in order to build a product or service which competes with our products, services, any of the Products or the Moneee Hub without our prior written consent;

2.1.7. licence, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit the Moneee Hub or content, or otherwise make the Moneee Hub or content available to any third party; or

2.1.8. provide any feedback, software code, documentation or other material to us that is not yours or that you do not have permission to provide for us to use or publish.

3. No Warranties

3.1. We give no representations, warranties or guarantees, whether express or implied,

that:

3.1.1. the Moneee Hub, Products or content will be free from errors or omissions. These

are provided "as is" and "as available" and your use of these is at YOUR OWN RISK;

3.1.2. the content is accurate, complete or up-to-date; or

3.1.3. the Moneee Hub, Products or content will be secure or free from bugs or viruses.

3.2. You are responsible for configuring your information technology, computer programmes and platform in order to access the Moneee Hub, Products and content.

4. Liability

4.1. We accept liability for the following:

4.1.1. if we don't comply with our obligations under this Moneee Hub Agreement to the extent and amount as determined by us;

4.1.2. in other circumstances where our liability is not able to be limited under any applicable law and nothing in this Moneee Hub Agreement is intended to exclude or limit our liability in relation to this and the extent of the liability and amount as determined by us; and

4.2. Nothing in this Moneee Hub Agreement shall be read as an attempt by us to limit our liability for death or personal injury as a result of our negligence or that of our employees.

4.3. We are NOT liable for any matter as far as the law allows except those where we have accepted liability. Matters for which we are NOT liable include the following:

4.3.1. business losses (as the Moneee Hub is only for domestic and private use and therefore there can be no loss of profit, loss of business, business interruption, or loss of business opportunity);

4.3.2. losses if you are unable to access the Moneee Hub, Products and/or content;

4.3.3. if the device you use to access the Moneee Hub, Products and/or content doesn't work properly;

4.3.4. any loss or damage arising out of your use of, or inability to use, the Moneee Hub, Products and/or content;

4.3.5. any loss or damage arising out of material, web-links, opinions or any other information made available by third parties, including Advertisers, to you via the Moneee Hub;

4.3.6. losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control and our efforts to the contrary (e.g. failures caused by industrial action, problems with another system or network, third party viruses or malware);

4.3.7. where you have been fraudulent or careless or where you have breached this Moneee Hub Agreement;

4.3.8. any consequential or similar types of losses from timing delays where we must comply with the law.

4.4. The Moneee Hub, Products and/or content may contain links to other sites or resources provided by third parties ("Third Party Providers"). These links are provided for your information only. We have no control over the contents of those sites or resources. We assume no responsibility or liability for the content of websites linked on the Moneee Hub. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

5. Intellectual Property

5.1. We grant you (to the extent we are able, it being acknowledged there may be open source or third party software in such) a non-exclusive, non-sublicensable and revocable licence, for the term of this Moneee Hub Agreement, to access the Moneee Hub and view the Products and content via the Moneee app (we call this "your Licence").

5.2. You accept that the Moneee Hub, Products and content are protected by copyright, trademarks and other intellectual property rights owned by us or licensed to us. Except as allowed under your Licence, you may not use, copy or distribute any of the Moneee Hub, Products or content for any purpose without our written permission and no other rights, title or interest in them are granted to you.

5.3. You agree that you will automatically grant us a non-exclusive, perpetual, irrevocable, royalty-free and sub-licensable licence to all intellectual property rights in:

5.3.1. any of your feedback or, in connection with, the Moneee Hub, Products, Advertisers and/or content; and

5.3.2. improvements (including ideas for improvements and software code, documentation or other material documenting improvements) to the Moneee Hub, that you make publicly available to us, including through our websites, the Moneee Hub or any other application, platform or open source repository.

6. Data Protection, Privacy and Cookie including Third Party Cookie Information

6.1. You agree, acknowledge and confirm that you have read carefully, understood and consent to our Privacy Notice, which is found here: https://moneee.com/privacy and our Cookie Policy, which is found here: https://moneee.com/cookies.

6.2. You further agree, acknowledge and confirm that you have read, understood, agree with and provide your free consent to AWIN Fair Processing Notice/ AWIN Privacy Policy, which can be found here: https://www.awin.com/gb/legal/privacy-policy-gb

6.3. You further acknowledge and confirm, that you have read, understood, and provide your free consent to any cookies which may be served upon you by AWIN ("AWIN Cookies" or "Third Party Cookies") as a result of your Click ("voluntary and intentional following of a link by you made of the Moneee Hub app").

6.4. You further acknowledge and confirm that you have read, understood and by accepting this Moneee Hub Agreement, you also provide your free consent to AWIN and other Third Party Providers to access your Moneee Account ("Third Party Access") to provide their services to you and to market their products and services to you. You should know that we have no control over how AWIN or any Authorised Third Party Provider or any Third Party Provider will use your information nor will we be liable for any loss of information after such Third Party Access.

6.5. In contrast to "normal" cookies (so-called first party cookies), which are mostly used by Moneee website or Moneee app itself, third party cookies are cookies from a third party such as AWIN that place their cookies on the website of another website operator. Our website and app have normal cookies as well as Third Party Cookies including those placed by AWIN. This obligation to provide information also includes information on the purpose of the cookie and how the user may prevent cookies being placed on his/her device. Please see hereHttps://support.google.com/analytics/answer/6004245 for a list and description of cookies used for tracking purposes by AWIN ("AWIN COOKIE TRACKING SERVICES"). Further information on how AWIN use the cookies for their tracking services can be found on the AWIN Privacy Policy in Section 2.3.1 here: https://www.awin.com/gb/legal/privacy-policy-gbUnformation on how AWIN website make use of cookies to improve visitor experience on their website).

6.6. You may alter the security settings of your browser in order to limit the use of cookies on your device. You may choose to stop your device receiving and storing cookies at all, to allow receiving and storing cookies from selected websites only, or to be notified before receiving cookies. Please note, however, that these settings may have negative effects on the usability and user guidance of websites and other online services. You may delete cookies stored to your browser at any time. Information stored in such cookies will be removed from your device.

6.7. You further agree and confirm that you understand that if you wish to revoke your free consent, at any time after accepting these terms in this Moneee HubAgreement in the future, to any cookies being served upon you by AWIN as a result of your Click, you can do so by writing to the DPO (Data Protection Officer) at 1 King Street, London, England, EC2V 8AU or email at privacy@moneee.com. You may also write attention of the Data Protection Officer of AWIN AG via email: global-privacy@awin.com, fax: +49(0)30 50 96 91-99 or mail: AWIN AG, Eichhornstr. 3, 10785 Berlin, Germany.

7. Access

7.1. We may, from time to time, amend the Moneee Hub, Products and/or content, as well as your access to the Moneee Hub, Products and/or content, at our sole discretion and without giving notice to you.

7.2. We may also suspend, withdraw, discontinue or change all or any part of the Moneee Hub, Products and/or content for any reason and without notice to you.

7.3. You can decide to stop using the Moneee Hub, Products or content at any time.

7.4. If you stop using the Moneee Hub this Agreement will no longer apply, except for the provisions under the headings Responsibility for Products, No Warranties, Intellectual Property, Liability and General.

8. General

8.1. If we agree in writing, you can assign your rights under this Agreement or delegate your obligations under this Agreement to any person. Otherwise, you cannot do this for any reason. We may assign our rights and/or delegate our obligations under this Agreement at any time and without notice to you.

8.2. If we don't insist that you perform your obligations under this Agreement, it doesn't mean you don't have to. Similarly, if we don't enforce our rights under this Agreement, or we delay in doing so, it doesn't mean we've given up our rights.

8.3. Each term of this Agreement operates separately. If any court of competent authority decides that any of them are unlawful or unenforceable, the other terms will remain in full force and effect.

8.4. This Agreement constitutes the entire agreement between you and us in relation to its subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, in relation to that subject matter.

8.5. You acknowledge that in agreeing to the terms contained in this Agreement, you have not relied upon any oral or written statements, promises, collateral or other warranties, assurances, undertakings, misrepresentations or representations that were made by or on behalf of us in relation to the subject matter of this Agreement at any time before your acceptance of this Agreement ("Pre-Contractual Statements"), other than those that are set out expressly in this Agreement. You hereby waive all rights and remedies which might otherwise be available to you in relation to such Pre-Contractual Statements (although nothing in this clause shall exclude or restrict liability of you or us arising out of pre-contract fraudulent misrepresentation or fraudulent concealment).

8.6. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed exclusively by and are construed exclusively in accordance with the law of England and Wales. You and we agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

8.7. References to the word "include" or "including" (or any similar term) in this Agreement,

MONEESE CUSTOMER TERMS AND CONDITIONS FOR THE USE OF THE CREDIT BROKING SERVICE

These terms and conditions (the "**Terms**") govern your use of the "**Credit Introducer Service**" provided by Moneee Finance Limited. Under the Credit Introducer Service, you may use Moneee to open access, via the Moneee App, to the credit broking service provided by Moneee Limited and will be able to view and apply for various credit offerings (see under section 1 below for further details) ("**Credit Broking Service**").

Moneee Finance Ltd is a company registered in England and Wales with the registered company number 12117016 and its registered address at 1 King Street, London, England, EC2V 8AU ("**Moneee**"). Moneee Finance Ltd is entered on the Financial Services Register under reference number 1925547.

In providing the Credit Introducer Service, Moneee is acting as an appointed representative of Resolution Compliance Limited. Resolution Compliance Limited is authorised and regulated by the Financial Conduct Authority, with firm reference number 574048.

These Terms incorporate the following paragraphs of the Moneee Customer Terms and Conditions July 2019 (the "**General Terms and Conditions**") 12.6.2, 13.3, 13., 17.1.2, 17.2, 17.3, 18.3, 18.10, 20.1, 20.2, 20.6, 22 and Appendix A section 2 and will apply between you and Moneee and your use of the Credit Introducer Service via the Moneee App as if those provisions were included in the text below. The General Terms and Conditions will continue to apply to your Moneee Account, Moneee Card and services accessed via your Moneee Account. Any capitalized words in these Terms will have the meaning given to them in these Terms or where they are not defined, will have the meaning given to them in the General Terms and Conditions. These Terms and the Privacy Policy (https://moneee.com/privacy) represent the entire agreement between you and us in relation to your use of the Credit Introducer Service (the "**Agreement**"). The Moneee terms and conditions will govern your use of the Credit Broking Service.

By clicking 'I accept' you agree to be bound by these Terms. If you do not wish to be bound by these Terms, you should not use the Credit Broking Service.

1. CREDIT BROKING SERVICE

1.1 The Credit Broking Service which you can access via your Moneee App is provided by a third party provider called Moneva Limited.

1.2 Moneva Limited is an appointed representative of Quint Group Limited and is entered on the Financial Services Register under reference number 723672. Quint Group Limited is authorised and regulated by the Financial Conduct Authority and is entered on the Financial Services Register under reference number 609450. Moneva Limited is a company registered in England and Wales (company number 04117863), at Cottage Street Mill, Cottage Street, Macclesfield, Cheshire, SK11 8DC. Moneva Limited is licensed by the Information Commissioners Office under registration number Z9789841.

1.3 We provide the Credit Introducer Service to you free of charge, and Moneva provides the Credit Broking Service to you free of charge, but any credit you receive via the Credit Broking Service may be subject to charges imposed by third party lenders ("**Lenders**"), the details of which will be agreed between you and the relevant Lender.

1.4 By using Moneva Limited to provide the Credit Broking Service, we are able to give you access to numerous Lenders through your Moneee App. Subject to the Lenders' own credit checks and assessments, you may be granted a loan.

1.5 You acknowledge that Moneee acts as an introducer to the Credit Broking Service offered by Moneva, and will receive a fee for doing so if your application for credit is successful. Moneva Limited is acting as a credit broker, and as such will look for a suitable loan for you (and may receive a fee from the Lender for doing so if your application for credit is successful). **Neither Moneee nor Moneva Limited will directly provide credit to you and will not influence the Lender's decision on whether to provide credit to you.** Moneva Limited connects you with Lenders and the relevant Lender will be responsible for conducting any assessments on your eligibility for credit before making any decision or offer.

1.6 By making the Credit Broking Service available to you via the Moneee App, Moneee is not advising, recommending or otherwise endorsing any financial product referred to on the Moneee Limited platform ("**Moneva Platform**"). Moneee does not guarantee that any Lender will offer you credit.
Moneee has no responsibility for the administration or operation of any loan you agree with a Lender and if you have any issues or questions relating to a loan, you should contact the relevant Lender directly.

2 USING THE CREDIT BROKING SERVICE

2.1 You may access the Credit Broking Service via your Moneee App by selecting the "Personal Loans" tile. We will provide you with an explanation of how to get started using the Credit Introducer Service and then we will ask you for some information about yourself and the type of loan you are interested in applying for so we can check your eligibility. Once we have all the information needed for the eligibility check, you may be redirected from the Moneee App to the Moneva Platform in order to make your application for credit.

2.2 Should you be redirected from the Moneee App to the Moneva Platform, your use of the Credit Broking Service will be governed by Moneva Limited's terms and conditions and those terms will govern your use of the Moneva Platform should you wish to proceed with your credit application.

2.3 Should you be redirected by Moneee (in partnership with Moneva Limited) from the Moneee App to a Third Party Lender, your use of the Credit Broking Service will be governed by the Lender's terms and conditions should you wish to proceed with your credit application.

2.4 Any credit you are issued by a Lender will be governed by the relevant contract in place between you and the Lender.

2.5 You acknowledge that you must be over the age of 18, hold a GBP account and be a resident in the UK to use the Credit Introducer Service and the Credit Broking Service.

2.6 You acknowledge that you will not be eligible to use the Credit Introducer Service or the Credit Broking Service if you would be deemed to be a vulnerable customer according to the Financial Conduct Authority's definition of vulnerable customers.

2.7 Initial eligibility checks carried out as part of the Credit Broking Services will involve a 'soft' search of your credit information and report, which will not impact your credit report. You acknowledge that Lenders may subsequently conduct a 'hard' search of your credit information prior to finalising any offer of credit, which will appear on your credit report and may influence your credit score.

3. LIABILITY

3.1 Moneee is not responsible for and does not in any way guarantee the availability of the Moneee Platform or of any Lender's website that is linked to or accessed via the Moneva Platform, and any access from the Moneee App will be an an "as is" and "as available" basis. Moneee does not give any warranty that the Moneva Platform or any Lenders' websites are free from viruses.

3.2 Moneee will not be liable for any material or content on the Moneva Platform or on any third party website that is accessed by you via the Moneva Platform.

3.3 Moneee will not accept any responsibility or liability (whether arising in contract, tort, breach of statutory duty or otherwise) for any loss or damage you may incur:

3.3.1 if any credit you apply for does not meet your requirements or is otherwise unsuitable for you;

3.3.2 if any of the information you provide to us, Moneva Limited or the Lender is incorrect, incomplete or inaccurate;

3.3.3for any acts or omissions of any third party in connection with any credit application; or

3.3.4 if you use the Credit Introducer Service or the Credit Broking Service in any way that is fraudulent or is otherwise in breach of these Terms.

3.4 Moneee reserves the right to suspend, restrict or terminate your access to the Credit Introducer Service and/or the Credit Broking Services via the Moneee App at any time.

3.5 This Agreement will terminate automatically upon termination of your Moneee Account in accordance with paragraph 14 of the General Terms and Conditions.

4. YOUR INFORMATION

4.1 As part of your eligibility check for a loan, Moneee will ask you a number of questions which may result in you providing us with your personal data. If you successfully complete the eligibility check then we will share your personal data with Moneva Limited who will then share your data with the members of its lender panel to try and find you a loan. Moneva may also share your personal data with TransUnion (formerly Callcredit) and other credit bureaus for the purposes of matching you to a Lender. Full information as to how they process your personal data and your rights can be found here https://www.moneva.co.uk/privacy-policy.

4.2 If you make an application for credit via the Moneva Platform, Moneva Limited may share data with us on the type of credit you are applying for. If we use the Credit Introducer Service, we may collect some personal data from you during the eligibility check process, we will use this data and the data shared by Moneva Limited, in order to improve and build products and the customer experience and to analyse our customer base. Please see the Privacy Policy published at [https://moneee.com/privacy] for full details on the personal data Moneee holds, how we use it and how we keep it safe.

5. COMPLAINTS PROCEDURE

5.1 Complaints regarding any element of the Credit Introducer Service can be sent to Customer Services via instant messaging through the Moneee App or by email to complaints@moneee.com. Once a complaint has been raised it will be dealt with through email. The conduct and escalation of any complaints about the Credit Introducer Service will be dealt with in accordance with paragraph 19 of the General Terms and Conditions, save that the timescale for resolving complaints will be 8 weeks.

5.2 If you have any complaints regarding the Credit Broking Services or your Lender, you should contact Moneva Limited or the relevant Lender directly.

5.3 Where you complain or part of your complaint relates to Moneva Limited or your Lender, we will share relevant details of your complaint with Moneva Limited.

6. GENERAL

6.1 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under these Terms to the extent permitted by Applicable Laws and Regulations.

6.2 We may amend or update these Terms at any time without notice. We will notify you of any changes to these Terms by email and via the Moneee App. If you do not agree with the amended Terms, you should stop using the Credit Introducer Service immediately.

6.3 No third party who is not a party to this Agreement has a right to enforce any of its provisions.