

# SumUp Personal Services Terms and Conditions

**Terms applicable for Profiles registered from 14th July 2023**

**Last updated: 14th July 2023**

## **PART ONE**

### **1. Introduction**

1.1 The following terms are an agreement between you and SumUp Payments Limited ("**SumUp**", "**we**", "**us**"). They cover how we give you, and how you use:

- (a) your SumUp account ("**Account**" or "**Profile**");
- (b) our mobile application, SumUp.io (our "**App**"); and
- (c) the electronic money, card and payment services you can access or use through our App or our websites ("**Website**") (these services, together with your Profile and our App, are our "**Services**").

1.2 Please print or download and keep a copy of this document for future reference. You will also be able to see the latest version of these terms in our App.

1.3 Information about how we collect, use, and protect your data is in our [Privacy Policy](#), which also applies to your use of the Services.

1.4 To use the Services, you must be at least 18 years old and a resident of the United Kingdom. You may only use our Services for your personal purposes and not for business purposes. We may stop providing you with our Services if we reasonably believe you are using them for business purposes. If you wish to use

our Services for business purposes, you must instead apply to use our [merchant services](#).

1.5 In certain circumstances (including before or after we provide you with our Services), we may need to carry out checks in relation to you, such as checking your identity, to help us meet our legal obligations. We may require you to give us information, documents or other help if we reasonably need it in order to complete our checks.

1.6 We may also require you to give us information, documents or other help at other times, where it is reasonable for us to do so.

1.7 Where we require you to give us information or documents, you must give us accurate and complete information and documentation in response, as far as you reasonably can.

## **2. Use of our Services**

2.1 In order to use our Services, you must download and install our App on your smartphone or other compatible device from an official app store. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use our Services and our App. We do not guarantee that our App will function on any particular hardware or devices.

2.2 Our App is only for your personal use on a mobile device you own or control, as permitted by these Personal Terms. You may not modify, copy, publish, license, sell, or otherwise commercialise our App or any information or software associated with our App, otherwise than as part of its ordinary and intended use. You must regularly check for and, if available, update our App software. We may change our App from time to time in order to improve it. You may not rent, lease or otherwise transfer rights to our App. You may not use our App in any manner that you know or think could impair any SumUp Services in any way or interfere with any other person's use or enjoyment of any SumUp products or services.

2.3 We will not be responsible for any damage to your hardware device(s) or loss of data if it results from you downloading or using our App in a way that breaks these Personal Terms. We may immediately end your use of our App if you use it in breach of these Personal Terms.

2.4 We will use all reasonable means to provide our Services to you twenty-four (24) hours a day, seven days a week, all year around. However, we may temporarily stop providing our Services (or part of them):

(a) while we carry out routine maintenance on them or on systems we use to provide them, in which case we will carry out our maintenance at a time we expect is less likely to cause inconvenience to our customers and we will try to keep the inconvenience as brief as we reasonably can;

(b) if and for so long as we reasonably think we have to by law; or

(c) as otherwise allowed in these terms.

### **3. Maintaining Your Profile**

3.1 You must update your Profile as soon as you reasonably can if the personal information recorded in your Profile changes. If the contact details you have given in your Profile change and you haven't yet told us about the change, we won't be responsible if any messages we send to your old contact details don't reach you.

3.2 You acknowledge that you are responsible for ensuring that your Profile login details are kept secure from any other person and that there is no unauthorised use of your Profile or of any other confidential information associated with the use of our Services. If you suspect or know your Profile has been used without authorisation, or in the event that you lose your smartphone or an unauthorised person accesses your Profile or you have other reason to suspect fraudulent activity has occurred on your Profile, you have to notify us as soon as you reasonably can at the contact details indicated below and/or change your login

details via our App. We will take reasonable actions to prevent unauthorised use of your data once we receive such notification.

3.3 In case of (suspected) unauthorised use of, or security threats to, your App or Profile, we will send a message to the verified communication channel you registered in our App with more information and instructions on what you should do. We will also phone you on the phone number that you have registered in our App.

## **PART TWO - SumUp Card and Wallet**

### **4. Overview**

4.1 We'll give you a Wallet linked to your Profile.

4.2 Your Wallet is an electronic money account you can use to:

- (a) store a balance, including any payments you receive;
- (b) make payments to, or receive payments from other Wallets provided by us or by other SumUp companies;
- (c) pay a merchant from your Wallet or from a supported Funding Method.

4.3 You may ask us for a Card connected to your Wallet, which you can use to make payments from your Wallet.

4.4 You can view the balance of money and information about payments on your Wallet, and instruct us to make new payments, through our App.

4.5 We will give you access to monthly Wallet statements free of charge. You can download or save the statements. Please promptly check your statements. If you believe any payment is incorrect, you must let us know without undue delay and

in any case within 13 months of the date of the payment, otherwise you won't qualify for a refund.

#### 4.6 Because the money in your Wallet is electronic money:

(a) we can't (and won't) pay you interest on it; and

(b) it is not protected by the Financial Services Compensation Scheme or by another deposit project scheme.

(i) We will, however, hold an amount equal to your balance and all other balances in Wallets we provide in a bank account separate from our money, in the way that the law requires us to.

(ii) You agree that we can own and keep any interest or other earnings on that bank account.

4.7 You can only spend money that you have in your Wallet. We will not give you an overdraft or another form of loan on your Wallet.

4.8 We may apply limits to the amount you are able to load or hold on your Wallet, or spend, send or receive using our Services, and we'll tell you if we do so. For example, we may apply limits if you ask us to, or if we reasonably think it would help manage the risk of fraud in a proportionate way.

## 5. Third party providers

5.1 You can use a Third Party Provider to give you the balance of money and information about payments on your Wallet, and to give us instructions to make new payments, in the same way as you can get such information or give such instructions through our App.

5.2 You can only use a Third Party Provider for those services if you've agreed for them doing so on your behalf and if they're allowed by law to provide you with the services.

5.3 If you decide to give your Profile information (please see clause 12.5) to a Third Party Provider to allow them access to your Wallet, they'll be able to see and do anything you can on your Wallet.

5.4 If, however, we have a good reason not to give such a Third Party Provider access, we'll tell you as soon as we can (unless it would be unlawful to tell you, or we reasonably think that telling you would compromise our security).

5.5 If you wish to stop a Third Party Provider from accessing to your Wallet information or instructing us to make payments from your Wallet, you should contact us or them directly.

## **6. Fees and deductions from your wallet**

6.1 We may charge you fees for using our Services. Our [Fee Schedule](#) states what our current fees are.

6.2 Where we charge a fee for making a payment, you must pay the fee immediately before making the payment.

6.3 Where we charge a fee for giving you a Card, you must pay the fee when you order the Card.

6.4 Please see our Fee Schedule for details of when you have to pay other fees.

6.5 We will take our fees, and any other amounts you owe us under these terms, from the money in your Wallet when they are due.

## **7. Loading money to your Wallet**

7.1 If you wish to load money onto your Wallet, you must use a valid Funding Method to pay us to issue electronic money onto your Wallet.

7.2 The Funding Methods you can use to pay us for electronic money are:

(a) a debit or credit card in your name; or

(b) any other payment method in your name that we may allow you to use from time to time.

7.3 We may charge you a fee and (if we're paid in another currency) a currency conversion fee for loading funds to your Wallet, as shown in our Fee Schedule.

7.4 Where you use a Funding Method to pay for loading funds to your Wallet, we'll add the money to your Wallet as soon as we receive your payment.

7.5 If the provider of your Funding Method reverses a payment for a load, we may remove the loaded money from your account.

7.6 If you unreasonably ask the provider of your Funding Method to reverse a payment you've made to us, and we successfully challenge the reversal, you must pay us our reasonable costs relating to the attempted reversal including as a result of us challenging it. We may deduct those costs from your Wallet.

7.7 If we accidentally add money to or take it from your Wallet, or add or take the wrong amount, we'll correct the error as soon as we reasonably can, unless we reasonably think the law prevents us from doing so.

## **8. Refund of your Wallet balance**

8.1 If you have an electronic money balance in your Wallet that you haven't spent, and that you don't wish to spend, you can cancel some or all of the balance and we'll send a refund to your Funding Method or to another bank account that we may agree with you.

8.2 You can ask us for such a refund through our App.

8.3 We will pay you the refund within a reasonable period.

8.4 However, we won't allow a refund, or may delay giving it to you for a reasonable period, if:

(a) the law requires us to; or

(b) we reasonably believe or suspect that the refund request involves criminal or fraudulent activity or breaks these terms.

8.5 If a refund can't be sent to the Funding Method or other account we agree with you, for example because the account is closed, we'll return the money to your Wallet until we can agree an alternative destination with you.

## **9. Payments from your Wallet**

### **Types of payment**

9.1 You can make payments from your Wallet as follows:

(a) You can send money to other Wallets; or

(b) You can make payments using your SumUp Card.

9.2 You can send those payments by using our App, or through a Third Party Provider as permitted in clause 5.

### **Timing and cancellation of payments**

9.3 If you instruct us in our App to make a payment from your Wallet:



(a) We'll treat your instruction as received on the Business Day give it, so long as we receive your instruction before 5pm in which case we'll treat it as received at the start of the next Business Day;

(b) If you're sending money to another Wallet, we'll immediately send your payment to that Wallet; and

(c) If the recipient's account is not another Wallet, we'll send the money to the recipient's bank (or other account provider) by the end of the Business Day after we receive your instruction for the transfer.

9.4 You can instead ask us to send money at a future date, in which case we'll send it on that date, so long as you have enough money in your Wallet at the time we send it.

9.5 You can't cancel a payment unless you have asked us to send it on a future date, in which case you can cancel it at any time up to the end of the Business Day before we're due to send it. You can do this by logging into our App.

### **Correct account details for the recipient**

9.7 When you ask us to send a payment, you must give the correct account details for the intended recipient.

9.8 We'll send your payment to the account details you give us, and won't check those details against the name you give for the intended recipient.

### **When we may decline a payment**

9.9 You can ask us to make a payment from your Wallet in accordance with clause 9.1.

9.10 However, we may decline to make a particular payment if we reasonably think:

- (a) you haven't given us all the information we need to make the payment;
- (b) you don't have enough money in your Wallet to make the payment after paying any related fees;
- (c) the payment would put you over any payment limit we introduce;
- (d) the payment would break this agreement;
- (e) someone else is trying to make the payment without your permission; or
- (f) you may be acting illegally or it would be against the law for us to allow the payment.

9.11 Where we decline to make a payment, we'll tell you (if the law allows us to) and also, if possible, give you our reasons for doing so and let you know if there's anything you can do to correct any errors that led to us declining the payment. We may charge you a fee, as set out in our Fee Schedule, for doing so.

9.12 By adding a card to your profile, you grant us the permission to automatically charge the card with the corresponding value of the E-Money. This only applies to the event that there are no or not enough funds on your balance wallet. This permission applies exclusively to this agreement and will be used to cover the following activity:

- The payment amount, including all fees payable to us if any, when you use your profile to make a payment with your added card according to these Personal Terms.
- Any card activity, including topping up the wallet and card.

We have the right to recharge the payment source repeatedly if the previous recharge - for whatever reason - was not successful.

You can cancel the permission granted to us at any time by removing the added card or by sending an e-mail to [paysupport@sumup.com](mailto:paysupport@sumup.com). Please note that in the event of cancellation, we will unfortunately no longer be able to execute payments via your card if there are no or not enough funds on your balance wallet.

## **10. Alternative funding and withdrawal method - IBAN**

10.1 We may offer an IBAN to eligible customers at our discretion. However, the availability of this service is subject to technical constraints and associated risk assessments.

10.2 The decision to grant an IBAN will be made by SumUp on a case-by-case basis, taking into account various factors, including but not limited to, regulatory requirements, customer eligibility criteria, and technical constraints. Nothing in this provision shall be construed or interpreted as creating any legal entitlement or right on the part of the customer to demand or receive an IBAN.

10.3 If the IBAN had been granted to you, you can use it to:

(a) fund your account by sending a transfer from a bank account in your own name;

(b) withdraw gathered funds to a bank account in your own name;

10.4 We reserve the right to suspend, revoke, or otherwise terminate the granted IBAN at any time, with or without prior notice to you, as necessitated by prevailing legal or regulatory requirements, changes in your eligibility status, and/or technical constraints or operational exigencies.

## **11. Your Card**

11.1 The Card is a MasterCard branded card that you can use to pay retailers and others who are able to accept MasterCard cards for payment. The card is issued by us under a license we hold with MasterCard Europe SA, and may be issued

in physical or virtual form. The Card may be used to pay for goods and services both in stores and remotely (for example, online) as well as for cash withdrawals from your Wallet. You are under no obligation to use the Card.

11.2 Where the Card transaction is in a currency other than the currency of your Wallet balance, the Card Schemes will convert the amount of the transaction into the operating currency of SumUp (GBP) on the basis of the interbank exchange rate established by the relevant Card Scheme and applicable on the date of processing of the relevant Card transaction, and then, if additionally needed, SumUp will convert the amount of GBP into the currency of your Wallet on the basis of the exchange rate between the relevant currencies published by the European Central Bank and applicable on the date of processing of the relevant transaction at SumUp.

11.3 You can use your Card until the last day of the expiry month shown on the Card. We will send you a new Card to replace an expiring Card unless you tell us you don't want it at least 30 days before the old Card expires. If we are replacing a physical Card, we will send the new Card to the address you've given in your Profile.

## **12. Payments to your Wallet**

12.1 Your Wallet can receive payments from other Wallets.

12.2 We may delay adding a payment to your Wallet or return it to the sender, if your Wallet is closed or if we reasonably think:

- (a) it appropriate to do so in order to help meet our legal obligations;
- (b) the payment would put you over any balance limit we introduce;
- (c) the payment would break this agreement; or

(d) you or the sender may be acting unlawfully or it would be against the law for us to allow the payment.

12.3 You may request payments to your Wallet from other Wallets.

### **13. Authorisation and authentication**

13.1 You must follow the steps provided in the App in order to sign up which may involve different actions, such as entering your mobile phone number and a personal identification number (PIN) that we send to your mobile phone or entering your email address and a password you choose. Detailed information about the necessary steps would be provided in the App.

13.2 You may be required to set a personal identification number (PIN) when you register and activate your Card.

13.3 You may be required to set up multi-factor authentication (MFA) when using your Wallet through our App.

13.4 In order to ask us to make a payment from your Wallet through our App, you may need to do one or more of the following:

(a) Log into our App, using your mobile phone number and a PIN we send to you via SMS, or your email address and password you registered in your Profile (and so which is associated with your Wallet); and

(b) follow the instructions in the App to request and confirm the payment.

13.5 If you wish to make a Card payment in the physical presence of the retailer (or other person) accepting the payment, you'll need to present your Card and you may be requested to enter your PIN.

13.6 If you wish to make a Card payment when you aren't physically present, you may need to do one or more of the following:

(a) Give the details on your Card data (for example, name, Card number, expiry date and CVV2/CVCV2 code details on the reverse side of the Card);

(b) answer security questions;

(c) use a confirmation code received by SMS or email;

(d) go through a fingerprint or facial identify check (or similar check).

13.7 You must take all reasonable steps to keep your PIN and password secret (except when you give your Wallet username and password to a Third Party Provider permitted under clause 5.3), in order to prevent unauthorised use of our Services. For example:

(a) when entering your PIN or password you must take all reasonable steps to ensure that others cannot see what you are entering;

(b) you must take reasonable steps to keep your phone secure against access by unauthorised persons;

(c) you must not share your PIN or password with anyone (except for a Third Party Provider which is permitted by law to access your Wallet);

(d) you must not keep a note of your PIN with your Card or of your password with your phone; and

(e) if you make a record of your PIN or password, you must take reasonable steps to ensure it is recorded and stored securely.

13.8 If you think:

(a) someone else (other than a permitted Third Party Provider) knows your PIN or password;

(b) your Card is lost or stolen; or

(c) that your Wallet or Card is being or may be misused;

you must tell us without undue delay to temporarily block your Card or reset your PIN or password as appropriate, or you can call us and we'll do the same.

## **14. Our legal responsibility**

### **Unauthorized payments**

14.1 You are responsible for any payments you permit to be made from your Wallet.

14.2 However, you can ask us to refund a payment that someone has made from your Wallet without your permission, so long as you've told us (within our App or by contacting SumUp's Customer Support) about the problem within 13 months of it happening.

14.3 However, we may refuse the refund if we can show you've acted fraudulently.

14.4 We may also refuse to refund the payment if:

(a) it was to pay for a purchase where you were physically present with the retailer or other person taking the payment:

(b) you intentionally or with gross negligence didn't do as we ask in clause 12.5;  
and

(c) the payment took place before you contacted us under clause 12.6.

14.5 And finally, we may reduce the refund by up to £35 (or equivalent in the currency of your Wallet) for payments taking place before you contacted us under clause 12.6.

14.6 However, unless you've acted fraudulently, we won't refuse or reduce a refund if we failed to impose Strong Customer Authentication when we had to.

### **Incorrectly made payments**

14.7 You can also ask us to refund a payment if we fail to send it to the right recipient and for the right amount, so long as you've told us (again, please do so through our App or by contacting SumUp's Customer Support) about the problem within 13 months of it happening.

14.8 If we refund a payment, we will also refund any fees and interest you have to pay as a result of us failing to send it to the right recipient or for the right amount.

14.9 We may refuse a refund if we can show that the recipient's bank (or other account provider) received the money or that there was a mistake in the recipient's account details which you gave us (please see clause 9.7).

14.10 However, if there was a mistake in the account details you gave us, we'll still make a reasonable effort to recover the money (and may charge you a fee for doing so, as set out in our Fee Schedule). If we're unable to do so, you can make a written request for us to provide you with all the information available to us which is relevant to you in order for you to file a legal claim to recover the money.

14.11 In any event, if you ask us to, we'll make efforts to trace any payments which have not been made (or have not been made properly) and notify you of the outcome.

14.12 If we fail to send a transaction on time, you can contact us to ask the recipient's bank (or other account provider) to pay the recipient the interest (if



applicable) on their account that would have been paid if the transfer you made had arrived on time.

## **Other**

14.13 In addition to your rights above, we'll refund a transaction if the law requires us to.

14.14 We will not be liable (which, broadly speaking, means legally responsible) to you for any loss or costs which you may suffer as a result of us breaking these terms due to:

(a) abnormal and unforeseeable circumstances beyond your control, the consequences of which would have been unavoidable despite all efforts to the contrary; or

(b) having to meet our obligations under United Kingdom laws.

14.15 As you are only allowed to use our Services for your personal purposes, we will not be liable for any loss of profits you may suffer as a result of us breaking these terms.

14.16 We do not control and so are not responsible for anything you buy from another person, which you pay for using our Services.

14.17 We are not responsible for any advertising on our App or Website, which advertises products or services provided by someone else.

14.18 Nothing in these terms excludes our liability for fraudulent misrepresentation, death or personal injury, or any other liability that cannot be excluded by law caused by our negligence or the negligence of our employees or agents.

## **PART THREE – Restrictions**

## **15. Restricted Activities**

### **15.1 You must not use our Services:**

- (a) unlawfully or for any unlawful purposes (for example, to fund criminal activities such as illegal sports betting, casino games and poker games); or
- (b) in a way that you can reasonably be expected to believe might harm our other customers, us or our ability to provide our Services.

15.2 We may, as we reasonably think appropriate, report any suspicious activity and cooperate with any relevant law enforcement agency or regulator in relation to our provision or your receipt of our Services.

## **PART FOUR – Other Features**

### **16. Making Payments Without A Wallet Linked to The Profile**

16.1 You may open a Profile without linking a Wallet to it (if you choose so, or if the Wallet service is not available to you). In this case you need to add to your Profile your debit or credit card as a Payment Source. You may only add a debit or credit card to your Profile if you are the named holder of the account for that Payment Source. You may add more than one Payment Source to your Profile. You can remove payment sources from your Profile at any time.

16.2 When adding a Payment Source, we may attempt to verify its authenticity by making a minimal charge to it, as indicated in the Fee Schedule, which will be refunded as quickly as possible (typically instantly).

16.3 If you have a Profile without a Wallet linked to it and add a Payment Source as per 15.1 above, you may use our App to make payments to SumUp Merchants or to other SumUp Profiles. By confirming the transaction, you authorise the transfer of the specified payment amount from the Payment Source added beforehand to your Profile to the respective counterparty through our App.

16.4 You must keep your Payment Source information current (e.g., credit card number and expiration date). If the information you have provided changes, you will need to update your Profile in the settings menu of our App as soon as possible. If you fail to do so, we may be unable to make or receive payments on your behalf.

16.5 If you are using our Services without having a Wallet linked to your Profile, your Profile does not hold any balance, and SumUp does not hold any of your funds. We offer an IT solution only, and not a payment service.

16.6 All of the provisions of these Personal Terms apply to such limited use of the Profile, except for the provisions strictly related to the Wallet and the Card.

16.7 We will not process your payment if:

(a) your Payment Source does not have sufficient funds to cover the money required to make your payment;

(b) your payment source provider or card issuer does not authorise the payment;  
or

(c) we reasonably believe that any unlawful use, activity or security threat has occurred or may occur in relation to your Profile, Payment Source or the payment request, or that you are otherwise in breach of these Personal Terms.

16.8 We assume no liability for such failed payments unless we are at fault. You may contact us or your bank or card issuer for more help.

16.9 Your payments are processed in the currency of the respective payee. If your Payment Source is held in another currency, extra costs might be charged by your Payment Source provider for currency exchange. You will be responsible for any fees imposed by your Payment Source provider resulting from such currency exchange.

## **PART FIVE – Additional Legal Terms**

### **17. Taxes**

17.1 You shall be liable for determining, collecting, withholding, reporting and remitting to the appropriate tax authorities any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with the use of our Services. If required to do so by a law or a government authority, we shall be authorised to report your Profile details and history of payments to the relevant authorities.

### **18. Intellectual Property Rights**

18.1 SumUp's intellectual property rights ("IP Rights") include any and all rights related directly or indirectly to the Services, the App, the Website, Internet domain names, content, technology related to the Services, and logos, including, but not limited to, copyrights, moral rights, database rights, trademarks, service marks, name rights, utility models and design rights, patents, and all other exclusive and non-exclusive rights worldwide as may now exist or come into existence, are granted or transferred in.

18.2 We (or our licensors) are the exclusive owner of all IP Rights pertaining to the Services and nothing in these Personal Terms shall be construed as transfer or concession of the IP Rights to you. You may not copy, imitate, or use the IP Rights without our prior written consent. We grant you a personal, limited, non-exclusive, revocable, non-transferable license (without the right to sublicense) to electronically access and use the App and the Services.

18.3 Without our prior written consent, you shall not:

- (a) transfer any rights granted to you under these Personal Terms to a third party;
- (b) provide any third party with the opportunity to use the Services (for rent, lease or otherwise);

(c) access or monitor any content, material or information on any SumUp system manually or by automated means such as robots, spiders, scrapers, etc.;

(d) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way content, material or information of SumUp;

(e) violate the restrictions in any robot exclusion headers on the Service, work around, bypass or circumvent any of the technical limitations of the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble or otherwise reverse engineer the Service, except to the extent that such restriction is expressly prohibited by law; or

(f) use the Services for purposes different from the purpose allowed under these Personal Terms.

18.4 You may be able to generate and submit to us content as part of using the Services ("User Content"). You shall retain all rights in your User Content, subject to the rights you grant to us by accepting these Terms. For any User Content that you submit you acknowledge that you are the content owner or that you have permission from the copyright owner to upload the content and you grant us a worldwide, non-exclusive, royalty-free, fully-paid, transferable, and sub-licensable right to use and reproduce that content in any promotional activity and public display related to the Services or SumUp. You may delete User Content submitted by you through terminating your Account. You shall not submit User Content to the Services that:

(a) is false, misleading, unlawful, obscene, indecent, pornographic, defamatory, libellous, threatening, harassing, hateful, abusive, or inflammatory;

(b) encourages conduct that would be considered a criminal offense or gives rise to civil liability;

(c) breaches any duty towards or rights of any person or entity, including rights of publicity or privacy;

(d) contains corrupted data or any other harmful, disruptive, or destructive files;

(e) advertises products or services competitive with SumUp's or its partners' products and services; or

(f) based on our own judgment prohibits any person or entity from using or enjoying the Services, or which may expose us to any harm or liability. Although we have no obligation to screen, edit, or monitor any User Content, we reserve the right to edit or delete any User Content at any time without notifying you. You acknowledge that by using the Services, you may be exposed to offensive, indecent, or objectionable User Content. We do not assume any responsibility or liability for any loss or damage to any of your User Content.

## **19. Suspending these Terms**

19.1 We may suspend use of all or part of our Services if we reasonably believe that:

(a) someone may be trying to use them fraudulently or without your permission; or

(b) your Card or Wallet are no longer secure.

19.2 If we can, we'll tell you before the suspension (along with our reasons for the suspension). Otherwise we'll tell you immediately after. However, we won't tell you if doing so would break the law or compromise our reasonable security measures.

19.3 We'll stop any suspension (or replace your Card, if it has been suspended) as soon as we can after the reason for the suspension has ended.

19.4 We may also suspend our Services if you do not use them for 12 months, to help prevent them being used without your permission, in which case we may permit you to reactivate them through our App.

19.5 You can create and maintain only one Profile unless we explicitly approve the opening of additional accounts. Otherwise, we may suspend or remove additional Profiles and it is at our discretion to do so.

## **20. Ending these terms**

20.1 These terms will continue until you or we end them.

20.2 You can end these terms, at any time and for any reason, through our App.

20.3 We can end these terms, at any time and for any reason, by telling you at least two months before doing so.

20.4 We can terminate these terms more quickly if:

(a) we reasonably believe the Services we provide you are being used fraudulently or illegally;

(b) we have to do so by law, including because it would be illegal for us to continue providing our Services to you;

(c) you are not (or are no longer) eligible for our Services, as against the eligibility criteria we told you about when you were applying for our Services;

(d) we reasonably think you are or may be behaving towards us in a threatening, abusive or other seriously improper way; or

(e) you have seriously or repeatedly broken these terms in another way.

(f) we are obliged to do so due to legal or regulatory requirements, technical constraints preventing us from providing the services and/or any reasonable unforeseen circumstances or we have a reason to believe that your SumUp Profile has been compromised or otherwise poses a security risk.

## 20.5 When these terms end:

(a) We may keep records of your Wallet and Profile information as needed to help us meet our legal obligations (please see our Privacy Policy for details);

(b) We will not provide you with the Services, and, unless you are using other SumUp products or services not governed by these Personal Terms, we will close your Wallet and Profile.

(c) We will make any payments from your Wallet to the extent you asked us to make them before these terms ended;

(d) You must promptly pay us all amounts you owe us under these Personal Terms; and

(e) If we close your Wallet and you have money left in it, we'll give you instructions on how to claim the remaining money and we'll inform you that you have six years to do so following the ending of these terms. However, we recommend that you claim the money as soon as possible.

## 21. Communication

21.1 Depending on the type of Services you use, written communication and notices from us to you will be sent through our App, or through a "text" / SMS message, or by email to your specified email address.

21.2 You must check for incoming messages regularly and frequently. Messages may contain links to further communication on our Website. Where legislation requires us to provide information to you on a durable medium, we will send you



a notification pointing you to information on our App or Website in a way that enables you to retain the information in print format. You are required to keep copies of all communications we send or make available to you.

21.3 We may also contact you via traditional post or telephone, if appropriate. Any communication or notice sent by post will be deemed received three (3) Business Days from the date of posting for UK post or within five (5) Business Days of posting for international post.

21.4 We will communicate with you in English. Documents or communications in any other languages are for convenience only and shall not constitute an obligation on us to conduct any further communication in that language.

21.5 You can contact us by email through addresses made available inside our App or Website. If you wish to contact us regarding a complaint, please see the section titled “Complaints”.

21.6 You are responsible for obtaining the data network access necessary to use our Services. Your mobile network's data and messaging rates and fees may apply if you access or use our Services from your smartphone.

## **22. Changes to these terms**

22.1 We can make a change to these terms for any of the following reasons (with any change being a reasonable and proportionate response to something that is affecting us or that we reasonably think will affect us):

(a) Because of a change in legal or regulatory requirements, for example we may have to change our requirements for keeping your Wallet or Card safe to meet new, higher standards set by law;

(b) If the change benefits you, for example when introducing new products or services, or improving existing ones;

(c) To reflect a change in our costs of providing our Services or providing you with related services, for example by introducing an account or transaction fee;

(d) In response to possible risks to the security of our Services, for example by changing the security steps you need to follow to access your Wallet or make a payment from it; or

(e) To respond to any other change that affects us, if it's fair to pass on the effects of the change to you, for example to reflect developments in digital payments.

22.2 We may make reasonable and proportionate changes for any other reason we cannot foresee, for example to respond to changes in our industry that affect how we wish to deliver our Services to you.

22.3 We will tell you about a change to this agreement at least two months before it takes effect, by notifying you from within our App and/or by sending an email to your primary email address registered with your Profile. You can tell us you object to the change before it takes effect, but this will end these terms. If you do not object to the change we will take that as your acceptance of the change.

## **23. Severability**

23.1 If any part of these Personal Terms is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of our Personal Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

## **24. Assignment**

24.1 We shall be entitled to freely assign our rights and obligations under these Personal Terms to any third party and your consent for such assignment shall be considered as granted by virtue of these Personal Terms.

24.2 You may not transfer any of your rights or obligations under these Personal Terms.

## **25. Complaints**

25.1 If you have a complaint related to our Services, please contact us at [we-care@sumup.com](mailto:we-care@sumup.com).

25.2 We will do our best to resolve your complaint as soon as possible, and send you a final response by email within 15 Business Days of receiving the complaint. If, in exceptional circumstances, for reasons beyond our control, we need more time to respond, we'll send you a holding reply to let you know the reasons for the delay and when you will receive our final response (which will be no later than 35 Business Days from the date on which we first received your complaint).

25.3 We will not charge you for responding to your complaint.

25.4 If you do not receive our final response on time or you are unhappy with our final response, you may be entitled to refer your complaint to the Financial Ombudsman Service within six months of the date we sent (or should have sent) our final response to you. Their contacts are: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk); Phone: 0800 023 4567. For more details you can visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Please note that the ombudsman may not consider a complaint if you have not provided us with the opportunity to resolve it previously.

## **26. Governing Law and courts**

26.1 English law will decide any legal questions about this agreement and about our dealings with you with a view to entering into these terms (unless you are resident in Scotland or Northern Ireland at the time of agreeing to these terms, in which case Scots or Northern Irish law will apply).

26.2 The courts of England and Wales (or the courts of Scotland or Northern Ireland, if you are resident in one of those countries at the time of going to court) will also be able to deal with any legal questions connected with these terms.

## **PART SIX – Definitions and Abbreviations**

### **27. Definitions and Abbreviations**

27.1 The following expressions used in these terms have the following meanings in these terms:

(a) **Profile** means your personal user account with us which is created after you register and sign up for our Services.

(b) **App** means the mobile application SumUp.io which we provide to enable you to use our Services.

(c) **Business Day** means any day from Monday to Friday, but not including public holidays, in the UK.

(d) **Card** is the card we provide you as described in clause 10.

(e) **Card Schemes** mean credit card organisations referred to together, and including, but not limited to, VISA, MasterCard and American Express.

(f) **Fee Schedule** means the list of our fees for use of our Services, and when they are payable, which is available on our [Website](#).

(g) **Funding Method** is one of the payment methods listed in clause 7.2, which you hold in your name and which you link to your Profile.

(h) **IBAN** is an international bank account number ("IBAN") identifying your Wallet or another person's account.

(i) **Payment Source** means your debit or credit card that is added to your Profile and used as a source to make payments when you do not have a Wallet linked to your Profile. You must be named holder of the Payment Source.

(j) **Services** has the meaning given in clause 1.1(c).

(k) **SumUp Merchant** means any individual or company which has a business SumUp Profile and uses it for business purposes.

(l) **Third Party Provider** means a company that has been authorised by the Financial Conduct Authority to provide 'Payment Initiation Services' or 'Account Information Services' to you (e.g. the provider of a website or app that allows you to see information about your different accounts in one place).

(m) **Wallet** means electronic money account which we provide to you through our App.

## **Information about us**

We (SumUp Payments Limited) are authorized by the Financial Conduct Authority as an Electronic Money Institution under the Electronic Money Regulations 2011 (reference number: 900700).

We are a company with limited liability incorporated in England and Wales with registered number 07836562 and with our registered office at 16-20 Shorts Gardens, London WC2H 9US, UK.

**Applicable for Profiles registered until 14th July 2023**

**Last updated: 18th February 2022**

## **PART ONE**

## 1. Introduction

1.1 The following terms are an agreement between you and SumUp Payments Limited (“**SumUp**”, “**we**”, “**us**”). They cover how we give you, and how you use:

- (a) your SumUp account (“**Account**” or “**Profile**”);
- (b) our mobile application, SumUp.io (our “**App**”); and
- (c) the electronic money, card and payment services you can access or use through our App or our websites (“**Website**”) (these services, together with your Profile and our App, are our “**Services**”).

1.2 Please print or download and keep a copy of this document for future reference. You will also be able to see the latest version of these terms in our App.

1.3 Information about how we collect, use, and protect your data is in our [Privacy Policy](#), which also applies to your use of the Services.

1.4 To use the Services, you must be at least 18 years old and a resident of the United Kingdom. You may only use our Services for your personal purposes and not for business purposes. We may stop providing you with our Services if we reasonably believe you are using them for business purposes. If you wish to use our Services for business purposes, you must instead apply to use our [merchant services](#).

1.5 In certain circumstances (including before or after we provide you with our Services), we may need to carry out checks in relation to you, such as checking your identity, to help us meet our legal obligations. We may require you to give us information, documents or other help if we reasonably need it in order to complete our checks.

1.6 We may also require you to give us information, documents or other help at other times, where it is reasonable for us to do so.

1.7 Where we require you to give us information or documents, you must give us accurate and complete information and documentation in response, as far as you reasonably can.

## **2. USE OF our Services**

2.1 In order to use our Services, you must download and install our App on your smartphone or other compatible device from an official app store. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use our Services and our App. We do not guarantee that our App will function on any particular hardware or devices.

2.2 Our App is only for your personal use on a mobile device you own or control, as permitted by these Personal Terms. You may not modify, copy, publish, license, sell, or otherwise commercialise our App or any information or software associated with our App, otherwise than as part of its ordinary and intended use. You must regularly check for and, if available, update our App software. We may change our App from time to time in order to improve it. You may not rent, lease or otherwise transfer rights to our App. You may not use our App in any manner that you know or think could impair any SumUp Services in any way or interfere with any other person's use or enjoyment of any SumUp products or services.

2.3 We will not be responsible for any damage to your hardware device(s) or loss of data if it results from you downloading or using our App in a way that breaks these Personal Terms. We may immediately end your use of our App if you use it in breach of these Personal Terms.

2.4 We will use all reasonable means to provide our Services to you twenty-four (24) hours a day, seven days a week, all year around. However, we may temporarily stop providing our Services (or part of them):

(a) while we carry out routine maintenance on them or on systems we use to provide them, in which case we will carry out our maintenance at a time we expect

is less likely to cause inconvenience to our customers and we will try to keep the inconvenience as brief as we reasonably can;

(b) if and for so long as we reasonably think we have to by law; or

(c) as otherwise allowed in these terms.

### **3. Maintaining Your Profile**

3.1 You must update your Profile as soon as you reasonably can if the personal information recorded in your Profile changes. If the contact details you have given in your Profile change and you haven't yet told us about the change, we won't be responsible if any messages we send to your old contact details don't reach you.

3.2 You acknowledge that you are responsible for ensuring that your Profile login details are kept secure from any other person and that there is no unauthorised use of your Profile or of any other confidential information associated with the use of our Services. If you suspect or know your Profile has been used without authorisation, or in the event that you lose your smartphone or an unauthorised person accesses your Profile or you have other reason to suspect fraudulent activity has occurred on your Profile, you have to notify us as soon as you reasonably can at the contact details indicated below and/or change your login details via our App. We will take reasonable actions to prevent unauthorised use of your data once we receive such notification.

3.3 In case of (suspected) unauthorised use of, or security threats to, your App or Profile, we will send a message to the verified communication channel you registered in our App with more information and instructions on what you should do. We will also phone you on the phone number that you have registered in our App.

## **PART TWO - SumUp Card and Wallet**

### **4. Overview**



4.1 We'll give you a Wallet linked to your Profile.

4.2 Your Wallet is an electronic money account you can use to:

- (a) store a balance, including any payments you receive;
- (b) make payments to, or receive payments from other Wallets provided by us or by other SumUp companies;
- (c) make payments to, or receive payments from, bank accounts, where those bank accounts can be reached through SEPA clearing system;
- (d) pay a merchant from your Wallet or from a supported Funding Method.

4.3 You may ask us for a Card connected to your Wallet, which you can use to make payments from your Wallet.

4.4 You can view the balance of money and information about payments on your Wallet, and instruct us to make new payments, through our App.

4.5 We will give you access to monthly Wallet statements free of charge. You can download or save the statements. Please promptly check your statements. If you believe any payment is incorrect, you must let us know without undue delay and in any case within 13 months of the date of the payment, otherwise you won't qualify for a refund.

4.6 Because the money in your Wallet is electronic money:

- (a) we can't (and won't) pay you interest on it; and
- (b) it is not protected by the Financial Services Compensation Scheme or by another deposit project scheme.

(i) We will, however, hold an amount equal to your balance and all other balances in Wallets we provide in a bank account separate from our money, in the way that the law requires us to.

(ii) You agree that we can own and keep any interest or other earnings on that bank account.

4.7 You can only spend money that you have in your Wallet. We will not give you an overdraft or another form of loan on your Wallet.

4.8 We may apply limits to the amount you are able to load or hold on your Wallet, or spend, send or receive using our Services, and we'll tell you if we do so. For example, we may apply limits if you ask us to, or if we reasonably think it would help manage the risk of fraud in a proportionate way.

## **5. Third party providers**

5.1 You can use a Third Party Provider to give you the balance of money and information about payments on your Wallet, and to give us instructions to make new payments, in the same way as you can get such information or give such instructions through our App.

5.2 You can only use a Third Party Provider for those services if you've agreed for them doing so on your behalf and if they're allowed by law to provide you with the services.

5.3 If you decide to give your Profile information (please see clause 12.5) to a Third Party Provider to allow them access to your Wallet, they'll be able to see and do anything you can on your Wallet.

5.4 If, however, we have a good reason not to give such a Third Party Provider access, we'll tell you as soon as we can (unless it would be unlawful to tell you, or we reasonably think that telling you would compromise our security).

5.5 If you wish to stop a Third Party Provider from accessing to your Wallet information or instructing us to make payments from your Wallet, you should contact us or them directly.

## **6. Fees and deductions from your wallet**

6.1 We may charge you fees for using our Services. Our [Fee Schedule](#) states what our current fees are.

6.2 Where we charge a fee for making a payment, you must pay the fee immediately before making the payment.

6.3 Where we charge a fee for giving you a Card, you must pay the fee when you order the Card.

6.4 Please see our Fee Schedule for details of when you have to pay other fees.

6.5 We will take our fees, and any other amounts you owe us under these terms, from the money in your Wallet when they are due.

## **7. Loading money to your Wallet**

7.1 If you wish to load money onto your Wallet, you must use a valid Funding Method to pay us to issue electronic money onto your Wallet.

7.2 The Funding Methods you can use to pay us for electronic money are:

(a) a bank transfer from an account in your name;

(b) a debit or credit card in your name; or

(c) any other payment method in your name that we may allow you to use from time to time.

7.3 We may charge you a fee and (if we're paid in another currency) a currency conversion fee for loading funds to your Wallet, as shown in our Fee Schedule.

7.4 Where you use a Funding Method to pay for loading funds to your Wallet, we'll add the money to your Wallet as soon as we receive your payment.

7.5 If the provider of your Funding Method reverses a payment for a load, we may remove the loaded money from your account.

7.6 If you unreasonably ask the provider of your Funding Method to reverse a payment you've made to us, and we successfully challenge the reversal, you must pay us our reasonable costs relating to the attempted reversal including as a result of us challenging it. We may deduct those costs from your Wallet.

7.7 If we accidentally add money to or take it from your Wallet, or add or take the wrong amount, we'll correct the error as soon as we reasonably can, unless we reasonably think the law prevents us from doing so.

## **8. Refund of your Wallet balance**

8.1 If you have an electronic money balance in your Wallet that you haven't spent, and that you don't wish to spend, you can cancel some or all of the balance and we'll send a refund to your Funding Method or to another bank account that we may agree with you.

8.2 You can ask us for such a refund through our App.

8.3 We will pay you the refund within a reasonable period.

8.4 However, we won't allow a refund, or may delay giving it to you for a reasonable period, if:

(a) the law requires us to; or

(b) we reasonably believe or suspect that the refund request involves criminal or fraudulent activity or breaks these terms.

8.5 If a refund can't be sent to the Funding Method or other account we agree with you, for example because the account is closed, we'll return the money to your Wallet until we can agree an alternative destination with you.

## **9. Payments from your Wallet**

### **Types of payment**

9.1 You can make payments from your Wallet as follows:

- (a) You can send money to other Wallets; or
- (b) You can send payments to bank accounts.

9.2 You can send those payments by using our App, or through a Third Party Provider as permitted in clause 5.

9.3 You can also make payments from your Wallet using your Card.

### **Timing and cancellation of payments**

9.4 If you instruct us in our App to make a payment from your Wallet:

- (a) We'll treat your instruction as received on the Business Day give it, so long as we receive your instruction before 5pm in which case we'll treat it as received at the start of the next Business Day;
- (b) If you're sending money to another Wallet, we'll immediately send your payment to that Wallet; and

(c) If the recipient's account is not another Wallet, we'll send the money to the recipient's bank (or other account provider) by the end of the Business Day after we receive your instruction for the transfer.

9.5 You can instead ask us to send money at a future date, in which case we'll send it on that date, so long as you have enough money in your Wallet at the time we send it.

9.6 You can't cancel a payment unless you have asked us to send it on a future date, in which case you can cancel it at any time up to the end of the Business Day before we're due to send it. You can do this by logging into our App.

### **Correct account details for the recipient**

9.7 When you ask us to send a payment, you must give the correct account details for the intended recipient.

(a) If you're sending money to another Wallet, the account details of the respective SumUp Profile; or

(b) If you're sending money to a bank account, you must use the recipient's IBAN.

9.8 We'll send your payment to the account details you give us, and won't check those details against the name you give for the intended recipient.

### **When we may decline a payment**

9.9 You can ask us to make a payment from your Wallet in accordance with clause 9.1.

9.10 However, we may decline to make a particular payment if we reasonably think:

(a) you haven't given us all the information we need to make the payment;

(b) you don't have enough money in your Wallet to make the payment after paying any related fees;

(c) the payment would put you over any payment limit we introduce;

(d) the payment would break this agreement;

(e) someone else is trying to make the payment without your permission; or

(f) you may be acting illegally or it would be against the law for us to allow the payment.

9.11 Where we decline to make a payment, we'll tell you (if the law allows us to) and also, if possible, give you our reasons for doing so and let you know if there's anything you can do to correct any errors that led to us declining the payment. We may charge you a fee, as set out in our Fee Schedule, for doing so.

9.12 By adding a card to your profile, you grant us the permission to automatically charge the card with the corresponding value of the E-Money. This only applies to the event that there are no or not enough funds on your balance wallet. This permission applies exclusively to this agreement and will be used to cover the following activity:

- The payment amount, including all fees payable to us if any, when you use your profile to make a payment with your added card according to these Personal Terms.
- Any card activity, including topping up the wallet and card.

We have the right to recharge the payment source repeatedly if the previous recharge - for whatever reason - was not successful.

You can cancel the permission granted to us at any time by removing the added card or by sending an e-mail to [paysupport@sumup.com](mailto:paysupport@sumup.com). Please note that in the

event of cancellation, we will unfortunately no longer be able to execute payments via your card if there are no or not enough funds on your balance wallet.

## **10. Your Card**

10.1 The Card is a MasterCard branded card that you can use to pay retailers and others who are able to accept MasterCard cards for payment. The card is issued by us under a license we hold with MasterCard Europe SA, and may be issued in physical or virtual form. The Card may be used to pay for goods and services both in stores and remotely (for example, online) as well as for cash withdrawals from your Wallet. You are under no obligation to use the Card.

10.2 Where the Card transaction is in a currency other than the currency of your Wallet balance, the Card Schemes will convert the amount of the transaction into the operating currency of SumUp (GBP) on the basis of the interbank exchange rate established by the relevant Card Scheme and applicable on the date of processing of the relevant Card transaction, and then, if additionally needed, SumUp will convert the amount of GBP into the currency of your Wallet on the basis of the exchange rate between the relevant currencies published by the European Central Bank and applicable on the date of processing of the relevant transaction at SumUp.

10.3 You can use your Card until the last day of the expiry month shown on the Card. We will send you a new Card to replace an expiring Card unless you tell us you don't want it at least 30 days before the old Card expires. If we are replacing a physical Card, we will send the new Card to the address you've given in your Profile.

## **11. Payments to your Wallet**

11.1 Your Wallet can receive:

(a) Payments from other Wallets; and



(b) euro payments from bank accounts.

(i) We will give you an IBAN, which you will need to share with the sender in order for them to send such a payment to your Wallet.

11.2 We may delay adding a payment to your Wallet or return it to the sender, if your Wallet is closed or if we reasonably think:

(a) it appropriate to do so in order to help meet our legal obligations;

(b) the payment would put you over any balance limit we introduce;

(c) the payment would break this agreement; or

(d) you or the sender may be acting unlawfully or it would be against the law for us to allow the payment.

11.3 You may request payments to your Wallet from other Wallets.

## **12. Authorisation and authentication**

12.1 You must follow the steps provided in the App in order to sign up which may involve different actions, such as entering your mobile phone number and a personal identification number (PIN) that we send to your mobile phone or entering your email address and a password you choose. Detailed information about the necessary steps would be provided in the App.

12.2 You may be required to set a personal identification number (PIN) when you register and activate your Card.

12.3 You may be required to set up multi-factor authentication (MFA) when using your Wallet through our App.

12.4 In order to ask us to make a payment from your Wallet through our App, you may need to do one or more of the following:

- (a) Log into our App, using your mobile phone number and a PIN we send to you via SMS, or your email address and password you registered in your Profile (and so which is associated with your Wallet); and
- (b) follow the instructions in the App to request and confirm the payment.

12.5 If you wish to make a Card payment in the physical presence of the retailer (or other person) accepting the payment, you'll need to present your Card and you may be requested to enter your PIN.

12.6 If you wish to make a Card payment when you aren't physically present, you may need to do one or more of the following:

- (a) Give the details on your Card data (for example, name, Card number, expiry date and CVV2/CVCV2 code details on the reverse side of the Card);
- (b) answer security questions;
- (c) use a confirmation code received by SMS or email;
- (d) go through a fingerprint or facial identify check (or similar check).

12.7 You must take all reasonable steps to keep your PIN and password secret (except when you give your Wallet username and password to a Third Party Provider permitted under clause 5.3), in order to prevent unauthorised use of our Services. For example:

- (a) when entering your PIN or password you must take all reasonable steps to ensure that others cannot see what you are entering;

- (b) you must take reasonable steps to keep your phone secure against access by unauthorised persons;
- (c) you must not share your PIN or password with anyone (except for a Third Party Provider which is permitted by law to access your Wallet);
- (d) you must not keep a note of your PIN with your Card or of your password with your phone; and
- (e) if you make a record of your PIN or password, you must take reasonable steps to ensure it is recorded and stored securely.

#### 12.8 If you think:

- (a) someone else (other than a permitted Third Party Provider) knows your PIN or password;
- (b) your Card is lost or stolen; or
- (c) that your Wallet or Card is being or may be misused;

you must tell us without undue delay to temporarily block your Card or reset your PIN or password as appropriate, or you can call us and we'll do the same.

### **13. Our legal responsibility**

#### **Unauthorised payments**

13.1 You are responsible for any payments you permit to be made from your Wallet.

13.2 However, you can ask us to refund a payment that someone has made from your Wallet without your permission, so long as you've told us (within our App or

by contacting SumUp's Customer Support) about the problem within 13 months of it happening.

13.3 However, we may refuse the refund if we can show you've acted fraudulently.

13.4 We may also refuse to refund the payment if:

(a) it was to pay for a purchase where you were physically present with the retailer or other person taking the payment:

(b) you intentionally or with gross negligence didn't do as we ask in clause 12.5; and

(c) the payment took place before you contacted us under clause 12.6.

13.5 And finally, we may reduce the refund by up to £35 (or equivalent in the currency of your Wallet) for payments taking place before you contacted us under clause 12.6.

13.6 However, unless you've acted fraudulently, we won't refuse or reduce a refund if we failed to impose [strong customer authentication] when we had to.

### **Incorrectly made payments**

13.7 You can also ask us to refund a payment if we fail to send it to the right recipient and for the right amount, so long as you've told us (again, please do so through our App or by contacting SumUp's Customer Support) about the problem within 13 months of it happening.

13.8 If we refund a payment, we will also refund any fees and interest you have to pay as a result of us failing to send it to the right recipient or for the right amount.

13.9 We may refuse a refund if we can show that the recipient's bank (or other account provider) received the money or that there was a mistake in the recipient's account details which you gave us (please see clause 9.7).

13.10 However, if there was a mistake in the account details you gave us, we'll still make a reasonable effort to recover the money (and may charge you a fee for doing so, as set out in our Fee Schedule). If we're unable to do so, you can make a written request for us to provide you with all the information available to us which is relevant to you in order for you to file a legal claim to recover the money.

13.11 In any event, if you ask us to, we'll make efforts to trace any payments which have not been made (or have not been made properly) and notify you of the outcome.

13.12 If we fail to send a transaction on time, you can contact us to ask the recipient's bank (or other account provider) to pay the recipient the interest (if applicable) on their account that would have been paid if the transfer you made had arrived on time.

## **Other**

13.13 In addition to your rights above, we'll refund a transaction if the law requires us to.

13.14 We will not be liable (which, broadly speaking, means legally responsible) to you for any loss or costs which you may suffer as a result of us breaking these terms due to:

(a) abnormal and unforeseeable circumstances beyond your control, the consequences of which would have been unavoidable despite all efforts to the contrary; or

(b) having to meet our obligations under United Kingdom laws.

13.15 As you are only allowed to use our Services for your personal purposes, we will not be liable for any loss of profits you may suffer as a result of us breaking these terms.

13.16 We do not control and so are not responsible for anything you buy from another person, which you pay for using our Services.

13.17 We are not responsible for any advertising on our App or Website, which advertises products or services provided by someone else.

13.18 Nothing in these terms excludes our liability for fraudulent misrepresentation, death or personal injury, or any other liability that cannot be excluded by law caused by our negligence or the negligence of our employees or agents.

## **PART THREE – Restrictions**

### **14. Restricted Activities**

14.1 You must not use our Services:

(a) unlawfully or for any unlawful purposes (for example, to fund criminal activities such as illegal sports betting, casino games and poker games); or

(b) in a way that you can reasonably be expected to believe might harm our other customers, us or our ability to provide our Services.

14.2 We may, as we reasonably think appropriate, report any suspicious activity and cooperate with any relevant law enforcement agency or regulator in relation to our provision or your receipt of our Services.

## **PART FOUR – Other Features**

### **15. Making Payments Without A Wallet Linked to The Profile**

15.1 You may open a Profile without linking a Wallet to it (if you choose so, or if the Wallet service is not available to you). In this case you need to add to your Profile your debit or credit card as a Payment Source. You may only add a debit or credit card to your Profile if you are the named holder of the account for that Payment Source. You may add more than one Payment Source to your Profile. You can remove payment sources from your Profile at any time.

15.2 When adding a Payment Source, we may attempt to verify its authenticity by making a minimal charge to it, as indicated in the Fee Schedule, which will be refunded as quickly as possible (typically instantly).

15.3 If you have a Profile without a Wallet linked to it and add a Payment Source as per 15.1 above, you may use our App to make payments to SumUp Merchants or to other SumUp Profiles. By confirming the transaction, you authorise the transfer of the specified payment amount from the Payment Source added beforehand to your Profile to the respective counterparty through our App.

15.4 You must keep your Payment Source information current (e.g., credit card number and expiration date). If the information you have provided changes, you will need to update your Profile in the settings menu of our App as soon as possible. If you fail to do so, we may be unable to make or receive payments on your behalf.

15.5 If you are using our Services without having a Wallet linked to your Profile, your Profile does not hold any balance, and SumUp does not hold any of your funds. We offer an IT solution only, and not a payment service.

15.6 All of the provisions of these Personal Terms apply to such limited use of the Profile, except for the provisions strictly related to the Wallet and the Card.

15.7 We will not process your payment if:

(a) your Payment Source does not have sufficient funds to cover the money required to make your payment;

(b) your payment source provider or card issuer does not authorise the payment;  
or

(c) we reasonably believe that any unlawful use, activity or security threat has occurred or may occur in relation to your Profile, Payment Source or the payment request, or that you are otherwise in breach of these Personal Terms.

15.8 We assume no liability for such failed payments unless we are at fault. You may contact us or your bank or card issuer for more help.

15.9 Your payments are processed in the currency of the respective payee. If your Payment Source is held in another currency, extra costs might be charged by your Payment Source provider for currency exchange. You will be responsible for any fees imposed by your Payment Source provider resulting from such currency exchange.

## **PART FIVE – Additional Legal Terms**

### **16. Taxes**

16.1 You shall be liable for determining, collecting, withholding, reporting and remitting to the appropriate tax authorities any and all taxes assessed, incurred, or required to be collected, paid, or withheld for any reason in connection with the use of our Services. If required to do so by a law or a government authority, we shall be authorised to report your Profile details and history of payments to the relevant authorities.

### **17. Intellectual Property Rights**

17.1 SumUp's intellectual property rights ("IP Rights") include any and all rights related directly or indirectly to the Services, the App, the Website, Internet domain names, content, technology related to the Services, and logos, including, but not limited to, copyrights, moral rights, database rights, trademarks, service marks, name rights, utility models and design rights, patents, and all other exclusive



and non-exclusive rights worldwide as may now exist or come into existence, are granted or transferred in.

17.2 We (or our licensors) are the exclusive owner of all IP Rights pertaining to the Services and nothing in these Personal Terms shall be construed as transfer or concession of the IP Rights to you. You may not copy, imitate, or use the IP Rights without our prior written consent. We grant you a personal, limited, non-exclusive, revocable, non-transferable license (without the right to sublicense) to electronically access and use the App and the Services.

17.3 Without our prior written consent, you shall not:

- (a) transfer any rights granted to you under these Personal Terms to a third party;
- (b) provide any third party with the opportunity to use the Services (for rent, lease or otherwise);
- (c) access or monitor any content, material or information on any SumUp system manually or by automated means such as robots, spiders, scrapers, etc.;
- (d) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way content, material or information of SumUp;
- (e) violate the restrictions in any robot exclusion headers on the Service, work around, bypass or circumvent any of the technical limitations of the Service, use any tool to enable features or functionalities that are otherwise disabled in the Service, or decompile, disassemble or otherwise reverse engineer the Service, except to the extent that such restriction is expressly prohibited by law; or
- (f) use the Services for purposes different from the purpose allowed under these Personal Terms.

17.4 You may be able to generate and submit to us content as part of using the Services (“User Content”). You shall retain all rights in your User Content, subject to the rights you grant to us by accepting these Terms. For any User Content that you submit you acknowledge that you are the content owner or that you have permission from the copyright owner to upload the content and you grant us a worldwide, non-exclusive, royalty-free, fully-paid, transferable, and sub-licensable right to use and reproduce that content in any promotional activity and public display related to the Services or SumUp. You may delete User Content submitted by you through terminating your Account. You shall not submit User Content to the Services that:

(a) is false, misleading, unlawful, obscene, indecent, pornographic, defamatory, libellous, threatening, harassing, hateful, abusive, or inflammatory;

(b) encourages conduct that would be considered a criminal offense or gives rise to civil liability;

(c) breaches any duty towards or rights of any person or entity, including rights of publicity or privacy;

(d) contains corrupted data or any other harmful, disruptive, or destructive files;

(e) advertises products or services competitive with SumUp’s or its partners’ products and services; or

(f) based on our own judgment prohibits any person or entity from using or enjoying the Services, or which may expose us to any harm or liability. Although we have no obligation to screen, edit, or monitor any User Content, we reserve the right to edit or delete any User Content at any time without notifying you. You acknowledge that by using the Services, you may be exposed to offensive, indecent, or objectionable User Content. We do not assume any responsibility or liability for any loss or damage to any of your User Content.

## **18. Suspending these Terms**

18.1 We may suspend use of all or part of our Services if we reasonably believe that:

(a) someone may be trying to use them fraudulently or without your permission; or

(b) your Card or Wallet are no longer secure.

18.2 If we can, we'll tell you before the suspension (along with our reasons for the suspension). Otherwise we'll tell you immediately after. However, we won't tell you if doing so would break the law or compromise our reasonable security measures.

18.3 We'll stop any suspension (or replace your Card, if it has been suspended) as soon as we can after the reason for the suspension has ended.

18.4 We may also suspend our Services if you do not use them for 12 months, to help prevent them being used without your permission, in which case we may permit you to reactivate them through our App.

18.5 You can create and maintain only one Profile unless we explicitly approve the opening of additional accounts. Otherwise, we may suspend or remove additional Profiles and it is at our discretion to do so.

## **19. Ending these terms**

19.1 These terms will continue until you or we end them.

19.2 You can end these terms, at any time and for any reason, through our App.

19.3 We can end these terms, at any time and for any reason, by telling you at least two months before doing so.

19.4 We can terminate these terms more quickly if:

- (a) we reasonably believe the Services we provide you are being used fraudulently or illegally;
- (b) we have to do so by law, including because it would be illegal for us to continue providing our Services to you;
- (c) you are not (or are no longer) eligible for our Services, as against the eligibility criteria we told you about when you were applying for our Services;
- (d) we reasonably think you are or may be behaving towards us in a threatening, abusive or other seriously improper way; or
- (e) you have seriously or repeatedly broken these terms in another way.

19.5 When these terms end:

- (a) We may keep records of your Wallet and Profile information as needed to help us meet our legal obligations (please see our Privacy Policy for details);
- (b) We will not provide you with the Services, and, unless you are using other SumUp products or services not governed by these Personal Terms, we will close your Wallet and Profile.
- (c) We will make any payments from your Wallet to the extent you asked us to make them before these terms ended;
- (d) You must promptly pay us all amounts you owe us under these Personal Terms; and
- (e) If we close your Wallet and you have money left in it, we'll give you instructions on how to claim the remaining money and we'll inform you that you have six years

to do so following the ending of these terms. However, we recommend that you claim the money as soon as possible.

## **20. Communication**

20.1 Depending on the type of Services you use, written communication and notices from us to you will be sent through our App, or through a “text” / SMS message, or by email to your specified email address.

20.2 You must check for incoming messages regularly and frequently. Messages may contain links to further communication on our Website. Where legislation requires us to provide information to you on a durable medium, we will send you a notification pointing you to information on our App or Website in a way that enables you to retain the information in print format. You are required to keep copies of all communications we send or make available to you.

20.3 We may also contact you via traditional post or telephone, if appropriate. Any communication or notice sent by post will be deemed received three (3) Business Days from the date of posting for UK post or within five (5) Business Days of posting for international post.

20.4 We will communicate with you in English. Documents or communications in any other languages are for convenience only and shall not constitute an obligation on us to conduct any further communication in that language.

20.5 You can contact us by email through addresses made available inside our App or Website. If you wish to contact us regarding a complaint, please see the section titled “Complaints”.

20.6 You are responsible for obtaining the data network access necessary to use our Services. Your mobile network's data and messaging rates and fees may apply if you access or use our Services from your smartphone.

## **21. Changes to these terms**

21.1 We can make a change to these terms for any of the following reasons (with any change being a reasonable and proportionate response to something that is affecting us or that we reasonably think will affect us):

(a) Because of a change in legal or regulatory requirements, for example we may have to change our requirements for keeping your Wallet or Card safe to meet new, higher standards set by law;

(b) If the change benefits you, for example when introducing new products or services, or improving existing ones;

(c) To reflect a change in our costs of providing our Services or providing you with related services, for example by introducing an account or transaction fee;

(d) In response to possible risks to the security of our Services, for example by changing the security steps you need to follow to access your Wallet or make a payment from it; or

(e) To respond to any other change that affects us, if it's fair to pass on the effects of the change to you, for example to reflect developments in digital payments.

21.2 We may make reasonable and proportionate changes for any other reason we cannot foresee, for example to respond to changes in our industry that affect how we wish to deliver our Services to you.

21.3 We will tell you about a change to this agreement at least two months before it takes effect, by notifying you from within our App and/or by sending an email to your primary email address registered with your Profile. You can tell us you object to the change before it takes effect, but this will end these terms. If you do not object to the change we will take that as your acceptance of the change.

## **22. Severability**

22.1 If any part of these Personal Terms is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of our Personal Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

## **23. Assignment**

23.1 We shall be entitled to freely assign our rights and obligations under these Personal Terms to any third party and your consent for such assignment shall be considered as granted by virtue of these Personal Terms.

23.2 You may not transfer any of your rights or obligations under these Personal Terms.

## **24. Complaints**

24.1 If you have a complaint related to our Services, please contact us at [we-care@sumup.com](mailto:we-care@sumup.com).

24.2 We will do our best to resolve your complaint as soon as possible, and send you a final response by email within 15 Business Days of receiving the complaint. If, in exceptional circumstances, for reasons beyond our control, we need more time to respond, we'll send you a holding reply to let you know the reasons for the delay and when you will receive our final response (which will be no later than 35 Business Days from the date on which we first received your complaint).

24.3 We will not charge you for responding to your complaint.

24.4 If you do not receive our final response on time or you are unhappy with our final response, you may be entitled to refer your complaint to the Financial Ombudsman Service within six months of the date we sent (or should have sent) our final response to you. Their contacts are: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk); Phone: 0800 023 4567. For more details you can visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Please note that the ombudsman may not

consider a complaint if you have not provided us with the opportunity to resolve it previously.

## 25. Governing Law and courts

25.1 English law will decide any legal questions about this agreement and about our dealings with you with a view to entering into these terms (unless you are resident in Scotland or Northern Ireland at the time of agreeing to these terms, in which case Scots or Northern Irish law will apply).

25.2 The courts of England and Wales (or the courts of Scotland or Northern Ireland, if you are resident in one of those countries at the time of going to court) will also be able to deal with any legal questions connected with these terms.

## PART SIX – Definitions and Abbreviations

### 26. Definitions and Abbreviations

26.1 The following expressions used in these terms have the following meanings in these terms:

(a) **Profile** means your personal user account with us which is created after you register and sign up for our Services.

(b) **App** means the mobile application SumUp.io which we provide to enable you to use our Services.

(c) **Business Day** means any day from Monday to Friday, but not including public holidays, in the UK.

(d) **Card** is the card we provide you as described in clause 10.

(e) **Card Schemes** mean credit card organisations referred to together, and including, but not limited to, VISA, MasterCard and American Express.



(f) **Fee Schedule** means the list of our fees for use of our Services, and when they are payable, which is available on our [Website](#).

(g) **Funding Method** is one of the payment methods listed in clause 7.2, which you hold in your name and which you link to your Profile.

(h) **IBAN** is an international bank account number ("IBAN") identifying your Wallet or another person's account.

(i) **Payment Source** means your debit or credit card that is added to your Profile and used as a source to make payments when you do not have a Wallet linked to your Profile. You must be named holder of the Payment Source.

(j) **Services** has the meaning given in clause 1.1(c).

(k) **SumUp Merchant** means any individual or company which has a business SumUp Profile and uses it for business purposes.

(l) **Third Party Provider** means a company that has been authorised by the Financial Conduct Authority to provide 'Payment Initiation Services' or 'Account Information Services' to you (e.g. the provider of a website or app that allows you to see information about your different accounts in one place).

(m) **Wallet** means electronic money account which we provide to you through our App.

## Information about us

We (SumUp Payments Limited) are authorised by the Financial Conduct Authority as an Electronic Money Institution under the Electronic Money Regulations 2011 (reference number: 900700).

We are a company with limited liability incorporated in England and Wales with registered number 07836562 and with our registered office at 16-20 Shorts Gardens, London WC2H 9US, UK.