



Zumo Terms and Conditions ("Terms")

INTRODUCTION

Who we are

Zumo Financial Services Limited (trading as "Zumo") is a private limited company registered in Scotland with registration number SC583644 ("Zumo"/"we"/"us") and has developed an app called 'Zumo' (the "App") which facilitates the holding of certain cryptocurrencies ("Virtual Currency") in a custodian digital wallet (the "Custodian Wallet") and/or a non-custodian digital wallet (the "Non-Custodian Wallet") (together the "Wallets").

Products within our App not provided by us

When using the App you may be eligible for a GBP account (which is an e-money account) (a "e-Money Account"). These products are provided by Modulr FS Ltd or Modulr Finance Ltd acting as agent for Modulr FS Ltd ("Modulr").

If you use these products you will enter into a separate contract with Modulr that governs your use of such products. Please see the Modulr Introduced Client Terms of Business below. You should read these terms carefully as they explain the terms and conditions that apply to your use of your e-Money Account and any transactions that you instruct.

Regulatory information and warning

Before downloading the App and creating an account you should read these Terms carefully. The services that Zumo provides through the App are not regulated by the Financial Conduct Authority.

Cryptocurrencies are not regulated by the Financial Conduct Authority (FCA) or any other regulator in the UK. This means any Virtual Currency you hold in your Wallets is not regulated. This also means the Financial Ombudsman Service and the Financial Services Compensation Scheme do not apply.

The e-Money Account is provided by Modulr and is regulated by the FCA. Any Virtual Currency that you hold in your Wallets is in a separate, unregulated wallet and it is not e-money.

Cryptocurrencies are speculative instruments and involve a substantial degree of personal risk for those who hold them. The value of a cryptocurrency can quickly increase or decrease at any time, and it may even fall to zero. This means there is the risk of complete loss of capital with no legal recourse. There can be no assurance that any cryptocurrency, or other digital asset is or will be viable, liquid, or solvent.

No communication from us in any location or medium is intended to imply that holding cryptocurrency is low-risk or risk-free, and we do not offer nor will we give any advice or recommendation on investments in cryptocurrency or otherwise.

Before buying cryptocurrencies, you should carefully consider your personal situation and the financial risks you are willing to take. You may want to speak to an independent financial adviser.

The FCA has published information for consumers regarding the regulation and risks of cryptocurrencies which you may find helpful. It can be viewed here: www.fca.org.uk/consumers/cryptoassets

Hardware, software or connections required to interact with the network might fail or be subject to malware, unauthorised access or malicious attacks. Third parties may obtain unauthorised access to the Services.

Transactions conducted using the App are not reversible. Once your Virtual Currency has been sent to another, you may lose your Virtual Currency temporarily or indefinitely. Virtual Currency sent to a mistaken address are not recoverable.

The products that Modulr provide are regulated by the Financial Conduct Authority. More information is set out in the Modulr Introduced Client Terms of Business.

Who you are

You are an individual who downloads the App ("**User**"/"**you**").

Privacy

Our privacy notice explains how your personal data is used. You can read our privacy notice here:

<http://zumo.money/privacy>

About these Terms

These Terms set out the terms and conditions of services we provide to Users via the App (the "**Services**"). When you conduct transactions using the App a fee may be payable. The fees are described below and may be reviewed by us from time to time.

By downloading and using the App you are entering into a legally binding agreement (the "**Agreement**") with us based on these Terms.

You should read these Terms, together with our privacy notice, carefully before you download the App and use the Services.

If you do not agree to these Terms, then you must not download and use the App and must refrain from using the Services.

How to contact us

We strive to improve our Services. If you have any feedback regarding improvements to our App, or complaints, we would like to hear from you.

Cryptocurrencies are not regulated by the FCA and therefore the Ombudsman cannot be referred to in the event of any complaint.

If you need to contact us, you can do so in either of the following ways:

- a. *Email:* support@zumo.money; or
- b. *Write to us at:* RTW Studios, 40 Constitution Street, Edinburgh, EH6 6RS.

We will communicate with you in English via the App, or through your email, phone or home address (if you provide these details). You should let us know if any of your contact details change.

If you provide any feedback to us in relation to the App or Services, you grant to Zumo a perpetual, non-revocable, fee-free, royalty-free worldwide licence to use and/or incorporate your feedback into any Zumo product or service (including the App and Services) at any time.

Zumo will not make your feedback publicly available in a way that is obviously attributable to you without your consent.

Changes to these terms

We reserve the right to amend these Terms from time to time for any reason, and shall send you a copy of the new terms or inform you of the change. Your continued use of the Services shall be deemed to be acceptance of any new terms. If you don't agree to these changes, you can let us know and we'll close your Account.

These Terms and any updated version of them will always be available in the App and/or on our website at <https://zumo.money>

If you are:

- a. uncertain about the risks of using cryptocurrencies and engaging in transactions with cryptocurrencies; or
- b. unsure about how the App or the Services work, then you should not download the App or use the Services.

SETTING UP YOUR WALLETS

Who can use the App?

The App is currently only available to individuals using a compatible device. Zumo offers the App in certain countries and operates a list of prohibited countries within which it is not available. The countries in which Zumo offers the app and prohibited countries may change from time to time. If the App is not available in the app store of the country you are a resident of, or your country of residence does not appear in our country list on signup, you must not attempt to use the App or Services or create the Wallets.

Creating your Wallets

The Services may only be accessed by Users who have completed the process of setting up an account (an "Account") through the App.

In order to create your Wallets, we need to carry out certain checks to verify your identity and confirm that you satisfy our criteria to use the Services. We do this using third-party providers.

To qualify to use the Services you must meet the following criteria:

- a. You are over 18; are a resident of a country that Zumo is available in; and have full authority to enter into this Agreement;
- b. You have satisfactorily completed any customer identification and verification;
- c. You are not currently restricted from using the Services; and
- d. You own all of the cryptocurrency you exchange/transfer as part of the Services.

You confirm that any information you provide when setting up your account is true and accurate.

We may vary the criteria to use our Services from time to time and you acknowledge that creation of an Account is at our discretion.

Zumo offers two types of cryptocurrency wallet: a Custodian Wallet and a Non-Custodian Wallet.

Custodian Wallet

The Custodian Wallet is available to UK residents only. Where you are eligible to, and create, a Custodian Wallet, you will not be provided with a 'seed phrase' (also referred to as a 'backup phrase')

or 'private key'). Instead, this will be retained by us and we will securely store your Virtual Currency.

All Virtual Currency held in your Custodian Wallet is held by us for your benefit on a custodian basis.

Among other things, this means:

- a. You control the Virtual Currency held in your Custodian Wallet. At any time, subject to availability of the App, downtime or outages or our services or any third party and our applicable policies, you may withdraw your Virtual Currency by sending it to your non-custodial wallet (if you created one).
- b. Title to the Virtual Currency shall at all times remain with you. You shall bear all risk of loss of such Virtual Currency. We shall not have any liability for fluctuations in the value of Virtual Currency held in your Custodian Wallet.
- c. None of the Virtual Currency in your Custodian Wallet is the property of, or shall or may be transferred or loaned to, us. Except as required by a court order, or except as provided in these Terms, we will not sell, transfer, loan, hypothecate, or otherwise alienate Virtual Currency in your Custodian Wallet unless instructed by you or compelled by a court of competent jurisdiction to do so.
- d. In order to more securely hold customer Virtual Currency, we may use shared blockchain addresses, which are controlled by us or another company in our group (the "Group"), to hold Virtual Currency held on behalf of users and/or held on behalf of us or the Group. Where this occurs, Users' Virtual Currency will be segregated from ours or the Group's own Virtual Currency by way of separate ledger accounting entries for Users and ours or the Group's accounts. Notwithstanding the foregoing, we shall not have any obligation to use different blockchain addresses to store Virtual Currency owned by you and Virtual Currency owned by other Users or by us or the Group.

We are under no obligation to issue any replacement Virtual Currency in the event that any Virtual Currency, seed phrase, private key or password is lost, stolen, malfunctioning, destroyed or otherwise inaccessible.

You acknowledge that the provision of custodian wallets for Virtual Currency is not regulated in the UK. In the event of our insolvency, you may be unable to recover your Virtual Currency.

Non-Custodian Wallet

If you are eligible for a Non-Custodian Wallet, then you will be given the option to create the Non-Custodian Wallet.

When you do so, you will be provided with a seed phrase for it. Your seed phrase is the only way to access the Virtual Currency stored in your Non-Custodian Wallet. This seed phrase is provided only to you and you acknowledge that we do not store or hold it or the Virtual Currency in your Non-Custodian Wallet.

Supported Virtual Currency

Our Services are only in relation to the Virtual Currency we support, which may change from time to time. If you have any questions about which Virtual Currency we currently support, please email support@zumo.money. We do not support other protocols or functionality which supplement or interact with Virtual Currency.

Under no circumstances should you attempt to use our Services to store, send, request, or receive Virtual Currency or cryptocurrencies, protocols or functionality in any form that we do not support. We assume no responsibility or liability in connection with any attempt to use our Services that we do not support. Our Services are not configured to detect, secure or process these transactions or

functionality. Any attempted transactions may result in loss of the item.

We may at our sole discretion terminate support for any Virtual Currency. We will tell you at least 10 days before such change comes into effect (unless a shorter period is required by applicable law or a regulatory authority). If you do not sell or send off platform any such Virtual Currency in your Custodian Wallet during this time, we reserve the right to withdraw it from your Custodian Wallet and replace it at the market value with a supported Virtual Currency or fiat currency (where the denomination and decision will be at our sole discretion).

Virtual Currency protocols

We do not own or control the underlying software protocols which govern the operation of the Virtual Currency we support.

We assume no responsibility for the operation of the underlying protocols of any Virtual Currency you store in your Wallets and you acknowledge and accept the risk that they may change. In particular, the underlying protocols are likely to be subject to sudden changes in operating rules (including “forks”). Any such material operating changes may materially affect the availability, value, functionality, and/or the name of the Virtual Currency you store in your Wallets. You acknowledge the risks presented by changes to the protocols and hereby accept that we have no responsibility for any losses or damage arising as a result of them.

We do not control the timing and features of these operating changes. It is your responsibility to make yourself aware of upcoming operating changes and you must carefully consider publicly available information and information that may be provided by us in determining what action to take. In the event of any such operational change, we reserve the right to take such steps as may be necessary to protect the security and safety of Virtual Currency held on our platform, including temporarily suspending our Services for the involved Virtual Currency(ies), and other necessary steps. We will use our reasonable efforts to provide you notice of our response to any material operating change that affects our Services towards the involved Virtual Currency(ies), but such operating changes are outside of our control and may occur without notice to us.

Our response to any operating change is subject to our sole discretion and includes deciding not to support any new cryptocurrency, fork, airdrop (or similar distribution), or other actions. Any support we do decide to offer remains in all instances subject to these Terms.

Seed phrase and security

When you set up a Non-Custodian Wallet on the App, you will be provided with the seed phrase for it. It is **very important** that you keep this safe and secure and do not disclose it to anyone. Unlike passwords for other applications, **we do not store or hold your seed phrase and are unable to reset the seed phrase** if you forget or lose it. Losing or forgetting your seed phrase can have serious consequences, as we will not be able to restore access to your Non-Custodian Wallet or the Virtual Currency held within it.

It is your responsibility to ensure that you use strong security credentials, that you keep the device through which you access the App safe and secure, you close the App when you are not using it and keep your email account secure at all times. We are not responsible for losses incurred as a result of unauthorised access of your email account or App.

In order to make transfers to and from other Users or convert your Virtual Currency, you may need to exchange **public** keys as part of the Services. We do not ask for any **private** keys, and you should **never exchange** any **private** keys or **seed or backup phrase**. We shall have no liability to you for you making available any **private** key, **seed or backup phrase** or other security information on the App or otherwise.

If a private key is released onto the App or elsewhere by you, it is your responsibility to take all necessary action to protect your Account, and any other private keys.

Keeping your Account and Wallets secure

You shall keep your security credentials, seed phrase and private key for your Wallets and Account secure and **never permit others to use your Account**.

You are responsible for anything that happens through your Account until it is terminated or suspended. If you discover any unauthorised use of your Account you must let us know as soon as you become aware.

We have the right to disable any security credentials, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms.

USING THE APP

Introduction

The App consists of the Wallets. Some features may not be available to all users. Subject to eligibility, you can use the App to:

- a. Hold and view the balance of your Virtual Currency in your Wallets;
- b. Instruct the transfer of Virtual Currency between your Wallets;
- c. Instruct the transfer of Virtual Currency from your Custodian Wallet to another User's Custodian Wallet;
- d. Accept the transfer of Virtual Currency into your Custodian Wallet from another User's Custodian Wallet;
- e. Request a transfer of Virtual Currency to your Custodian Wallet from another User's Custodian Wallet;
- f. Instruct the transfer of Virtual Currency from your Non-Custodian Wallet to another wallet held outwith the App;
- g. Accept the transfer of Virtual Currency into your Non-Custodian Wallet from another wallet held outwith the App;
- h. Instruct the exchange (or conversion) of your Virtual Currency in your Custodian Wallet from one cryptocurrency to another;
- i. Instruct the exchange or conversion of your Virtual Currency in your Custodian Wallet into and from pounds sterling (GBP) if you hold an e-Money Account; and
- j. Check the fluctuating value of your Virtual Currency in your Wallets.

Your rights

On the condition that you comply with your obligations under this Agreement, we grant you a limited, non-exclusive, non-transferable licence to access the App and Services and use them in accordance with the Agreement.

Fees and Payment

The following fees (referred to as “**Fees**”) will apply when using the App and Services:

- a. **App**: we currently charge no fee for downloading or using the App or for the provision of the Wallets;
- b. **A transaction fee**: when instructing a transfer of Virtual Currency between your Wallets, or a transfer of Virtual Currency from your Non-Custodian Wallet to another wallet held outwith the App, a default fee will be payable to a third party miner who will process the transaction. You will be able to select the speed at which you would like the transfer to be executed, and the speed will determine the Fee which may be payable. A default fee is automatically set and will apply unless you decide to change the speed of execution in which case the fee for that execution speed will apply. Typically, the faster the execution speed, the greater the Fee. A default speed may be set in the App. The Fee is not payable to Zumo but to a miner who executes the transaction on the relevant network. If a Fee on your transaction is payable, we will tell you what it is and it will be automatically deducted when the transfer is executed;
- c. **An exchange fee**: When making an Exchange Transaction (defined in the section below called Exchange) you will be charged a 0.5% commission fee that is payable to Zumo. The exchange fee may change from time to time and we will inform you of any such change.

Any of these Fees may be amended and we may introduce new fees from time to time. We shall inform you of any changes to the Fees. If you do not agree to our change in Fees, you must discontinue your use of the App and the Services.

Limits and Restrictions

The limits and restrictions that apply to your Account are set out in our fee information page <https://app.zumo.tech/zumo-fees-tarrifs.php>. These limits and restrictions may change over time. You can check the current limits and restrictions at any time by accessing our information page.

Where you have an e-Money Account and you are making a fiat transfer to add funds to it, you shall only make such a transfer from an account where you are the registered beneficial owner. At any one time you shall only have one such account from which you can make such transfers (your “**Linked Account**”).

We do not accept or support any such transfers made by third parties and any such attempted transfer will be rejected. If you are the registered beneficial owner of your Linked Account and the Account you have with us, but the registered account names are inconsistent for whatever reason, we may require you to provide additional proof of ownership of your Linked Account

Account Balance

If there is a negative balance in your e-Money Account, we will receive a daily alert from Modulr FS. On receipt, we shall inform you of such negative balance and request that funds are added to your e-Money Account to cover the negative balance.

Instructing a transfer

You can use our Services to instruct the following Virtual Currency transfers:

- a. A transfer of Virtual Currency between your Wallets. This shall be subject to the transaction fee applicable at that time.
- b. A transfer of Virtual Currency from your Custodian Wallet to another User’s wallet Custodian Wallet. To instruct such a transfer, you will need to know their wallet address (public key) or Zumo username. You can find details for other Users within the App by searching for their Zumo ID (username) in the relevant page in the App. There are no fees for this transaction.

- c. A transfer of Virtual Currency from your Non-Custodian Wallet to a wallet outwith the App. To instruct such a transfer, you will need to know the address of the receiving wallet. This shall be subject to the transaction fee applicable at that time.

We process all transfers according to the instructions received from you. We do not guarantee the identity of any recipient.

You acknowledge that you are responsible for ensuring the accuracy of the address, its compatibility with the transfer you are instructing, and any other information submitted as part of your instruction. Once a transfer has been instructed by you, it cannot be reversed, cancelled or refunded. If you instruct a transfer in error, or to the wrong User or address, or to an incompatible address, we cannot retrieve your Virtual Currency and it may be irreversibly lost.

If you do not accept the Fees then you should not instruct the transfer.

Exchange

We provide a conversion service as part of the Services. You can:

- a. Use your Custodian Wallet to exchange one cryptocurrency for another;
- b. Use your Custodian Wallet to exchange cryptocurrency into and from GBP if you hold an e-Money Account with Modulr (each an "**Exchange Transaction**").

An Exchange Transaction shall be subject to the exchange fee applicable at that time.

If you do not accept the Fees then you should not instruct the Exchange Transaction.

You may not cancel, reverse or change any Exchange Transaction. We may suspend, delay, redirect or cancel any Exchange Transaction at any time and for any reason.

We have the right to limit or suspend your Exchange Transaction at our sole discretion.

Smartfolio

Where the App provides you with a value fluctuation of your Virtual Currency as part of the Zumo Services (known as Smartfolio) the value may not reflect the actual value of the Virtual Currency in real time. The value presented by Zumo will reflect the last data as obtained by Zumo in respect of it and may not be correct or up to date. You are responsible for verifying all information presented to you independently before acting on it, and any actions taken, or decisions made by you is at your sole responsibility.

Anti-money laundering and counter-terrorist financing

To comply with UK anti-money laundering, sanctions, counter-terrorist financing and other related legislation (together, "**Compliance Laws**"), you acknowledge that we have a duty to carry out identity verification and transaction monitoring on your activity using the App.

As part of this, we may request that you submit additional information about yourself and provide relevant documentation in order to, among other things, establish the source of your wealth and source of funds for any transactions carried out in the course of your use of our Services.

We also carry out regular monitoring of users against relevant sanctions lists. We reserve the right to immediately withdraw or suspend your use of the App and our Services at any time if we believe that provision of the App or our Services to you, or your use of the App and our Services, may breach any relevant Compliance Laws.

Acceptable Use Policy

When using the App and our Services you must comply with our Acceptable Use Policy:

- a. You must use the App and Services in ways that are appropriate and reasonable and are fair and not harmful to us, other Users or any third parties.
- b. You must not store or transmit any material during the use of the App or Services that is unlawful, dishonest, threatening, defamatory, obscene, discriminatory or is racially offensive.
- c. You must not do anything which infringes our intellectual property rights or those of any third party.
- d. You must not use the App or Services for or to facilitate any illegal or prohibited purpose, including fraud and money laundering;
- e. You must not create a false identity or submit inaccurate, false or misleading information.
- f. You must not transmit any unsolicited advertising such as spam or junk mail.
- g. You must not knowingly introduce viruses, malware, trojans, worms, logic bombs or other material which is malicious or technologically harmful in any way.
- h. You must not damage, disable, overburden, impair or compromise our systems or security or interfere with other Users.
- i. You must not modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the App or any related software.
- j. You must not transfer or sell your Account, Wallets, security details or password to anyone.
- k. You must not attempt to gain unauthorised access to our systems or information, or the server on which our Services run or any server, computer or database connected to our Services.
- l. You must not make any commercial use of the Services, or use the App or your Account to provide services to third parties (whether for commercial gain or otherwise).
- m. You must not use the Services in a way that facilitates or supports human trafficking in any way.
- n. You must not make use of any data extraction, scraping, mining or other data gathering tools.
- o. You must not conduct fraudulent activities, including in the process of opening or accepting transfers to and from your Wallets on the App.
- p. You must not violate or attempt to violate the security of the App, nor facilitate or attempt to facilitate such violation.
- q. You must not cause or assist third parties to engage in the restricted activities above.
- r. You must not setup or attempt to setup more than one account.

It shall be entirely within our discretion whether any of the uses above has been breached by a particular set of circumstances. If you become aware of any violation of this Acceptable Use Policy, please contact

Zumo at support@zumo.money. Zumo will investigate all reports.

If a User violates any of the terms of this Acceptable Use Policy, Zumo may immediately and without prior notice terminate that User's Account, suspend or terminate access or take any other appropriate action, including legal action or reporting the breach to law enforcement agencies.

Other Obligations

You shall not infringe our rights, including intellectual property rights we may have in our Services;

You shall provide Zumo and the App with all relevant and accurate information, including any addresses or public keys, required to deduct the Fees from your Wallets. We will never ask for private keys or for access to your Non-Custodian Wallet.

You are responsible for complying with any and all laws, rules and regulations which apply in your jurisdiction in respect of your use of the Services. We will not be responsible for the execution or payment of tax obligations, or calculation and transfer of taxes applied to you.

OTHER TERMS

Your data

We may use any non-personal, anonymised data you upload to, or otherwise generated by, our App in our sole discretion.

You provide to us a non-exclusive, irrevocable, perpetual, royalty free, fully paid up, sub-licensable, transferable right and licence to use, display, distribute, perform, transmit, copy, modify, delete, adapt and publish such data.

Intellectual Property Rights

We own or validly licence all intellectual property rights in our Services, the App and our website. You accept and acknowledge that the material and content in the App and our website is for your own personal, lawful and non-commercial use and that you may only use such material and content for the purpose of using our App or website.

Except to the extent set out in the Agreement, or otherwise agreed in writing between us, you are not permitted to use such intellectual property rights. You have no right to use any of the Zumo trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

Availability of App and Services

We would like to make the Services available 24 hours a day, seven days a week, except for planned or unplanned maintenance, however we do not make any guarantees as to availability. We shall try to ensure that all maintenance is carried out during reasonable hours.

Zumo reserves the right to modify or terminate the App or the Services, to limit or deny your access to the App or Services, at any time, in its sole discretion, for any reason, with or without notice and without liability to you. You may discontinue your use of the Services at any time.

We may cease to offer the App and/or Services at any time for any reason, with or without notice to you and we do not make any representations, promises or guarantees in relation to the availability of the App or the Services at any time. Zumo has no express or implied obligation to you to make available or

otherwise offer the Services or the App. We may also refuse to process or cancel any pending transaction for any reason, including but not limited to, if we are required by law, regulation or any court or other authority to which we are subject in any jurisdiction. We shall endeavour to respond to all support queries within ten working days (based on UK time).

You are solely responsible for procuring and maintaining your network connections and telecommunications links from your systems to our data centres. We are not liable for any delays, delivery failures and any other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

Account Cancellation or Termination

You may cancel your Account at any time, but if you have a Custodian Wallet and/or e-Money Account then you must withdraw all Virtual Currency from your Custodian Wallet and GBP from your e-Money Account before we can process your request. To cancel your Account, use the 'delete account' functionality within the App or contact us at support@zumo.money.

We reserve the right in our sole discretion to terminate or suspend your Account without notice if you are in breach of this Agreement, we are required by law to do so or we are no longer able to provide you with access to the App or our Services in accordance with these Terms, or we have reason to believe that you are in breach or are otherwise using the App or our Services in a manner inconsistent with these Terms.

Unless prohibited by legal or regulatory obligations, when we terminate your Account:

- a. Should you have any GBP in your e-Money Account we will withdraw it to your Linked Account.
- b. Should you have any Virtual Currency in your Custodian Wallet:
 - i) Should you have an e-Money Account, we will exchange your Virtual Currency into GBP at the market value at the time of that exchange and withdraw it to your Linked Account.
 - ii) Should you not have an e-Money Account, but you do have a Non-Custodian Wallet, we will transfer the Virtual Currency to your Non-Custodian Wallet.
 - iii) Should you have neither an e-Money Account nor a Non-Custodian Wallet, we will transfer the Virtual Currency to the source address it was received from.

On cancellation or termination of your Account, your right to use the Services shall immediately cease.

Disclaimer

The Services are provided on an 'as is' and 'as available' basis and to the extent permitted under Scots law, without warranties of any kind. In particular we make no warranty that the Services shall meet your requirements or expectations or that it will be error free.

By accepting these Terms or using the Services, you understand and acknowledge that the Services are made available on an "as is" or "as available" basis. The Services may contain bugs, errors, and other problems. You accept responsibility for all risks and all costs associated with your use of the Services, including, without limitation, any internet access fees, back-up expenses, costs incurred for the use of your device and peripherals, and any damage to any equipment, software, information or data. In addition, Zumo is not obliged to provide any maintenance, technical or other support for the Services.

Limitation of Liability

Zumo shall not be liable for any cryptocurrency you store or otherwise attempt to store on the App.

To the extent permitted by law, in no event shall Zumo, its affiliates and service providers, or any of their respective officers, directors or agents, employees or representatives, be liable under or in connection with this Agreement, whether in contract, delict (including negligence or breach of statutory duty) or otherwise:

A) in relation to any Exchange Transaction, for any amount greater than the value of that Exchange Transaction valued in Great British Pounds at the time that the Exchange Transaction took place; or

B) otherwise for any amount greater than FIVE THOUSAND POUNDS (£5,000) STERLING, and in either case for any indirect or consequential loss or damage, howsoever arising, or for any loss of revenues, profits, goodwill or anticipated savings, or loss or corruption of data.

All transfers undertaken between you and any third party (including other Zumo Users) are contracts between you and those parties, and not with Zumo or any of its affiliates. Zumo shall have no liability for any breach of agreement with you and any third party. In the case of such a breach, your sole remedy is against the third party, and not Zumo.

We do not verify or moderate any information made available by Users to others through the App and we have no liability for any such information, including any errors or omissions in relation to such information.

We do not exclude or limit in any way our liability for:

- a. death or personal injury caused by our negligence;
- b. fraud or fraudulent misrepresentation; or
- c. any other loss which cannot be excluded under the laws of Scotland,

but otherwise, to the extent permitted by law, we shall not have any liability in relation to any loss, claim or damage arising from or related to the use or provision of the App or Services.

This section shall survive termination of the Agreement.

Indemnity

You agree to indemnify us against all claims, loss or damage which we sustain or are likely to sustain as a consequence of:

- a. your breach of this Agreement;
- b. your violation of applicable laws, rules or regulations in connection with the App or Services;
- c. you exchanging private keys on the App or otherwise making your Wallets available on the App contrary to this Agreement.

Events beyond your or our control

If by reason in whole or in part of any Force Majeure Event, either you or Zumo is delayed or prevented from complying with this Agreement, then such delay or non-compliance shall not be deemed to be a breach of this User Agreement and no loss or damage shall be claimed by you or Zumo by reason of that Force Majeure Event.

“Force Majeure Event” means any event beyond the party’s reasonable control, including, but not limited to: flood, extraordinary weather conditions, earthquake, or other act of God, pandemics and epidemics, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power

failure, failure in bank performance, or equipment or software malfunction including network splits or “forks” or unexpected changes in a computer network upon which the Services rely.

Your responsibility for taxes and other duties

It is your responsibility to determine what, if any, taxes apply due to your use of the Services, and it is your responsibility to report and remit the correct tax to the appropriate tax authority.

We are not responsible for determining whether taxes apply to your Virtual Currency transactions or for collecting, reporting, withholding or remitting any taxes arising from any Virtual Currency transactions.

OTHER IMPORTANT TERMS

We may transfer this Agreement to someone else

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens. If you are unhappy with the transfer you may contact us to end your Agreement.

You need our consent to transfer this Agreement to someone else

You are not entitled to transfer or assign your rights and obligations under the Agreement to anyone else without our prior written advance permission.

Nobody else has any rights under this contract

The Agreement is between us and you. No other person shall have any rights to enforce any of its terms.

If a court finds part of this contract illegal, the rest will continue in force

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing this contract, we can still enforce it later

If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking the Agreement, that will not mean that you do not have to do those things. It will also not prevent us taking steps against you at a later date.

Documents comprising our agreement with you

These Terms and any documents referred to within these Terms constitute the entire agreement between you and us with respect to the subject matter described and shall supersede all prior agreements and undertakings, written or oral, among you and us.

Disputes

If there are any disputes arising out of your use of the Services or relating to the Agreement then these shall be governed by the laws of Scotland.

You can bring legal proceedings in the Scottish Courts. If you live in England and Wales, you can bring legal proceedings in respect of the Agreement in either the Scottish or the English and Welsh courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the Scottish court.



Introduced Clients

Updated Account Terms and Conditions



Updated Account Terms and Conditions

Part C: - The Modulr Account Terms and Conditions; Important information you need to know

The Modulr Account Terms and Conditions

Please read these Terms and Conditions carefully before you agree to use an Account or any related services provided by or through us.

These Terms and Conditions, together with the Introduced Client Terms of Business and the Introduced Client Application Form constitute the entire agreement between Modulr and you.

By signing the Modulr Account Terms and Conditions you accept the terms of the Agreement, or by agreeing to open an Account and/or using our services, you accept these Terms and Conditions. If there is anything you do not understand, please contact Customer Services using the contact details in the Introduced Client Application Form.

DEFINITIONS

3DS - means the EMV 3DS service offered by us for you or a Cardholder to use when you or a Cardholder make a purchase or place an order on the internet with your Card.

Account - The electronic money account, also known as Modulr Account provided by us in accordance with these Terms and Conditions.

Account Information Service Provider – means a third party payment service provider who is authorised by or registered with the Financial Conduct Authority or another European regulator to provide online account information services, who, with your permission will be able to access certain online account information on one or more payment accounts held by you to give you a consolidated view of your payment accounts.

Account Limit – any limit that applies in relation to your Account and/or Card, such as account maximum balance, and limits on receiving and sending payments from your Account as referred in paragraph 2.

Account Manager - The individuals elected by the Account Owner to be responsible for the management of the Account, also known as an “Authorised User”.

Account Owner – The entity legally responsible for an Account.

Agreement - The agreement for your Account made up of these Terms and Conditions, together with the Introduced Client Terms of Business and the Introduced Client Application Form, which constitute the entire agreement between you and Modulr.

Application Programming Interface (API) – means the interfaces provided by Modulr to the Introduced Client (and the Partner Platform on the Introduced Client’s behalf) to directly instruct Accounts via the Introduced Client’s or the Partner Platform’s own application.

AML Policy - Modulr’s written policy on anti-money laundering and counter terrorist financing as may be amended from time to time by Modulr.

Applicant – A customer of the Partner Platform who applies for Modulr Products but is yet to be accepted by the Modulr as an Introduced Client.

Available Balance - The value of funds available on your Account.

Bacs Credit – Means Bacs Direct Credit. A service enabling organisations to make payments to an account which takes 3 Business Days for the funds to be cleared.

Business Days - Monday to Friday between the hours of 9am-5pm but does not include bank holidays, or public holidays in the United Kingdom.

Card – means a Virtual Card or a Physical Card.

Cardholder - means the individual authorised to use the Physical or Virtual Card issued to you.

Card Scheme - Mastercard and/or Visa or such other payment network through which Card Transactions are processed as may be made available to you from time to time.

Card Transaction – means a Virtual Card Transaction or a Physical Card Transaction.

CHAPS – the Clearing House Automated Payment System, a service enabling organisations to make same-day payments to an account within the UK, within the CHAPS operating days and times.

Chargeback has the meaning given to it in Schedule 1 of the Introduced Client Terms of Business.

Commencement Date – the date set out in the Introduced Client Application Form.

Confidential Information - any information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to: the business, products, affairs, strategy, contracts, customer relationships, commercial pipelines, business contacts, prospective customers, existing customers, business models, customer pricing, management systems, business methods, corporate plans, maturing new business opportunities, research and development projects, marketing and sales information, sales targets and statistics, discount structures, suppliers and potential suppliers, source codes, computer programs inventions, know-how, technical specifications and other technical information relating to products and services.

Customer Services - The contact centre for dealing with queries about your Account. Contact details for Customer Services can be found in the Introduced Client Application Form.

Data Protection Laws – the following, to the extent they are applicable to a party: the Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy (as amended or replaced from time to time), including where applicable the guidance and codes of practice issued by the Information Commissioner (in the United Kingdom) or other applicable supervisory authority;

Direct Debit – a payment collected via UK Direct Debit scheme operated by Bacs from or to your Account.

Direct Debit Collection – a payment collected to your Account via UK Direct Debit scheme on the basis of an instruction given by you to the payer's payment service provider.

Direct Debit Guarantee – means the refund terms applicable to Direct Debit Mandates as set out on the direct debit form or direct debit confirmation provided to you by the payment recipient.

Direct Debit Mandate – a payment collected from your Account via UK Direct Debit scheme on the basis of a mandate permitting someone else (recipient) to instruct us to transfer money from your Account to that recipient.

Due Diligence Procedure - Modulr's procedures for carrying out due diligence on Introduced Clients in order to comply with its policies and regulatory obligations.

Faster Payment – A service allowing you to make and receive electronic payments in the UK which is received by the recipient bank within 2 hours provided that the receiving organisation or bank is part of Faster Payments Scheme.

Fees – those fees payable by the Introduced Client and set out in the Introduced Client Application Form.

Information – Means any information related to the organisation, and any personal information related to Account Manager or the Cardholder.

Intellectual Property Rights – means without limitation, all patents (including models and inventions), trademarks, service marks, trade names, domain names, business names, copyrights, design rights, database rights, rights to or in computer software, know-how, trade secrets, rights to or in confidential information and all other intellectual property rights and rights or forms of protection of a similar nature or effect which may subsist anywhere in the world whether or not registered or capable of registration, together with all applications for registration of, and any licence to use, any of the foregoing and "Intellectual Property" shall be construed accordingly;

Introduced Client Application Form – The application form identifying the parties, Modulr Products to be provided and commercial terms that forms part of the Agreement between an Introduced Client and Modulr.

Introduced Client – Any client of Modulr which has been introduced by the Partner Platform and whose account is operated by the Partner Platform based on instructions the Partner Platform receives from the Introduced Client (where relevant).

Introduced Client Terms of Business - The terms on which Modulr provides Modulr Products to the Introduced Client.

Merchant- means a merchant authorised to accept Card Scheme-branded Cards.

Modulr – Modulr Finance Ltd, a company registered in England and Wales with number 09897957 and whose registered office is at Scale Space, 58 Wood Lane, London, W12 7RZ. Modulr Finance Ltd (FRN: 900699) is a registered agent of Modulr FS Ltd.

Modulr Account Terms and Conditions - This agreement, between Modulr FS and the Introduced Client which governs the terms on which the Introduced Client may use its Account.

Modulr Products – those products, including but not limited to the Account referred to in the Introduced Client Application Form.

One-Time Passcode – means the six-digit passcode sent to your mobile phone number by us, via SMS.

Online Portal – means the interface provided by Modulr for the Introduced Client to access via the public internet, subject to applicability based on the Introduced Client's relationship with the Partner Platform.

Payment Initiation Service Provider – means a third party payment service provider authorised by or registered with by the Financial Conduct Authority or another European regulator to provide an online service to initiate a Transaction at your request on your Account.

Partner Platform – A third party that is permitted by Modulr and Modulr FS to introduce and act on behalf of Introduced Clients, and permitted by you to act as an Authorised User.

Partner Platform Agreement - an agreement between the Account Owner and the Partner Platform for the provision of various services, under the terms of which the Introduced Client wishes to open an Account with Modulr to be used for the purpose and in accordance with the terms set out in the Partner Platform Agreement.

Physical Card - means a physical card-based payment instrument issued by us to you which uses the Card Scheme payments network, as well as any version or record of such an issued payment instrument stored on an app or other platform, and which may be used to make Physical Card Transactions.

Physical Card Transaction - means the use of a Physical Card to make a payment to a Merchant.

Regulator – the Financial Conduct Authority, located at 12 Endeavour Square, London, E20 1JN or any authority, body or person having, or who has had, responsibility for the supervision or regulation of any regulated activities or other financial services in the United Kingdom.

SEPA – the Single Euro Payments Area is the area where citizens, companies and other economic actors can make and receive payments in euro, within Europe, whether within or across national boundaries under the same basic conditions, rights and obligations, regardless of their location. SEPA is driven by the European Commission and the European Central Bank, amongst others, as a key component of the EU Internal Market. SEPA shall be deemed to encompass the countries and territories which are part of the geographical scope of the SEPA Schemes, as listed in the EPC List of SEPA Scheme Countries, as amended from time to time.

SEPA Credit Transfer - a service allowing you to make and receive non urgent EUR electronic payments within SEPA provided that the receiving organisation or bank is part of the scheme.

SEPA Instant Credit Transfer - a service allowing you to make and receive near real time EUR electronic payments within SEPA provided that the receiving organisation or bank is part of the scheme.

SEPA Transfers – means, together, SEPA Credit Transfer and SEPA Instant Credit Transfer.

SWIFT – the global member-owned financial telecommunications system used to facilitate the secure transfer of messages, including payment instructions, between financial institutions.

SWIFT Inbound Payment – an inbound payment (in such currencies as may be supported by Modulr from time to time) made via SWIFT.

SWIFT Onboarding Process – means the onboarding process the Partner Platform is required to complete in order to make use of SWIFT Payments.

SWIFT Outbound Payment – an outbound payment (in such currencies as may be supported by Modulr from time to time) made via SWIFT.

SWIFT Payments – means, together, SWIFT Inbound Payments and SWIFT Outbound Payments (and **SWIFT Payment** shall be construed accordingly).

Transaction – any debit, credit or other adjustment to an Account that affects the balance of monies held in it, including a Virtual Card Transaction.

TPP (Third Party Provider) – means an Account Information Service Provider or a Payment Initiation Service Provider.

we, us, our or Modulr FS - Modulr FS Ltd, a company registered in England and Wales with number 09897919 and whose registered office is at Scale Space, 58 Wood Lane, London, W12 7RZ and who is regulated by the Financial Conduct Authority for issuance of electronic money under FRN 900573, or Modulr acting on Modulr FS Ltd's behalf.

Virtual Card – means a virtual card-based payment instrument consisting of (amongst other things) a unique 16 digit account number issued to you which uses the Card Scheme payments network, as well as any version or record of such an issued payment instrument stored on an app or other platform, and which may be used to make Virtual Card Transactions.

Virtual Card Transaction – means the use of a Virtual Card to make a payment to a Merchant.

Website – means the customer portal that Introduced Clients can login to in order to use the Modulr Products.

you, your - The Account Owner, also referred to as an Introduced Client.

ACCOUNT & CARD LIMITS

2.1 Limits may apply to the balance on your Account at any time, the maximum value of an individual payment Transaction, maximum Virtual Transaction value per Card, the maximum aggregate value of all payment Transactions made from your Account or Cards in a particular time period e.g. during any one Business Day and the maximum number of payment Transactions made from your Account over a particular timeframe. Your Cards may also have certain Card Transaction types disabled, such as cash withdrawals at an ATM.

2.2 The limits and restrictions that apply to your Account and Card will be communicated to you during the Account set-up process and/or before the Card is issued to you (as applicable). These limits may also change over time based on your Account and/or Card usage; any such change will be communicated to you. You can check the limits at any time by contacting Customer Services. You should not make a payment Transaction request which exceeds such.

2.3 From time to time a Card Transaction may be authorised which exceeds the limit or restriction applicable to your Account or Card, for example when it is used in an offline environment for example but not limited to payments for or on transport (purchases on a train, aeroplane, underground or toll payments). In such circumstance, a negative balance on your Account may occur. In this case the process in paragraphs 5.15 to 5.17 inclusive will apply.

2.4 Certain Merchants may require verification that the funds held on your Account will cover the Card Transaction amount and will place a “pre-authorisation” on your Card. This amount will be unavailable to you until the Card Transaction is completed or released by the Merchant. The pre-authorisation allows the Merchant up to 30 days to claim and settle any funds owed to them from the Card. Examples include but are not limited to hotels and rental cars. If there are insufficient funds available on your Account, Modulr must still make this settlement, which may result in a negative balance on your Account. In this case the process in paragraphs 5.15 to 5.17 inclusive will apply.

2.5 To manage our risk, particularly with respect to money laundering, fraud or security concerns, we also apply internal controls, including limits, to certain types of payment. We change these as necessary but for security purposes, we do not disclose them.

SCOPE OF THESE TERMS AND CONDITIONS

3.1 Your Account is an electronic money account and the electronic money and any Card associated with it is issued to you by us. We are regulated by the Financial Conduct Authority for the issuance of electronic money (FRN 900573). Your rights and obligations relating to the use of this Account are subject to these Terms and Conditions between you and us.

3.2 The types of Transactions enabled for your Account are set out in the Introduced Client Application Form or as subsequently enabled by us. The terms of these Modulr Account Terms and Conditions applicable to specific Transactions or payment types (for example, Cards) apply only to the extent that such Transactions or payment types are enabled for your Account.

3.3 This Agreement is written and available only in English and we undertake to communicate with you in English regarding any aspect of your Account.

3.4 You agree that we or the Partner Platform may communicate with you by e-mail or telephone for issuing any notices or information about your Account and therefore it is important that you ensure you keep your e-mail address and mobile phone number updated.

3.5 You can request a copy of these Terms and Conditions at any time by contacting Customer Services.

OPENING YOUR ACCOUNT

4.1 Your Account will be opened on your behalf by the Partner Platform. You may only hold an Account so long as you remain an approved client of the Partner Platform that provided you with your account details.

USING THE ACCOUNT

5.1 Your Account can receive bank transfers and other payment types as added and notified to you by Modulr from time to time. Subject to paragraph 5.3, we will credit your Account when we receive the funds which could be up to three Business Days after the payment being instructed, depending on how the payment was sent.

5.2 Your Account can also receive internal transfers from other Accounts owned or controlled by the Partner Platform, which apply instantly.

5.3 An incoming payment will not be credited to your Account if:

5.3.1 the Account has reached the Account Limits; or

5.3.2 the Account is blocked or terminated; or

5.3.3 the sender has provided incorrect/invalid Account Details for your Account; or

5.3.4 we suspect the payment to be fraudulent.

5.4 If we are unable to credit your Account for any of the reasons in paragraph 5.3 then the funds may be sent back to the sender without a prior notification to you.

5.5 Your Account can make payments out to external bank accounts via Faster Payments, SEPA Transfer, SWIFT Payments (if selected as a Modulr Product) and other methods as added and notified to you by the Partner Platform from time to time.

5.6 Your Account will be configured and operated by the Partner Platform. You agree that Modulr and we may take instructions from the Partner Platform regarding the operation of your Account, including the creation of beneficiaries and instruction of payments, on your behalf. We and Modulr have no liability for actions taken by the Partner Platform. If you disagree with any actions taken by the Partner Platform these should be discussed with the Partner Platform. We are also authorised to take instructions from any other Account Manager (where different from Partner Platform) and, with respect to Physical Card Transactions, from the Cardholder. You are responsible for all actions of the Account Manager and any Cardholder in relation to the Account and/or Card(s).

5.7 Where Cards are made available to you, your Account can be used to fund Card Transactions. You or your Account Manager or Partner Platform can request a Virtual Card or a Physical Card to be issued to you via the Online Portal or Modulr API.

5.8 Where a Virtual Card or Physical Card is issued to you, you may be able to register and/or store the details of the Card within third party apps and/or devices and to use those third party apps/devices to initiate payments with your Card. When you first register your Card within a third party app/device we support, you may be required to verify that it is you requesting the registration of the Card. If you do not do this, you may not be able to register and use your Card through the third party app/device.

5.9 The value of any Card Transaction, together with any applicable fees and charges, will be deducted from your Account once we receive the authorisation request from the Merchant.

5.10 If the Card Transaction is made in a currency other than the currency the Card is denominated in, the Card Transaction will be converted to the currency of the Card by the relevant Card Scheme at a rate set by it on the day we receive details of the Card Transaction. The exchange rate varies throughout the day and is not set by us. You can check the relevant Card Scheme rate as follows.

Mastercard Card Scheme rate at: <https://www.mastercard.co.uk/en-gb/consumers/get-support/convert-currency.html>; VISA Card Scheme rate at: <https://www.visa.co.uk/support/consumer/travel-support/exchange-rate-calculator.html>.

5.11 If you use the Card to make a purchase online you may be asked by the Merchant to use 3DS. Physical Cards are automatically enrolled for use with 3DS. When you use 3DS, you agree that the following shall apply in relation to your use of the Card:

5.11.1 You must provide us with your mobile phone number before you can use 3DS. You must ensure that your mobile phone can receive SMS at the time of your purchase.

5.11.2 When you use 3DS to purchase from a participating Merchant, you will be presented with an electronic receipt and the One-Time Passcode will be sent to your mobile phone.

5.11.3 Without your One-Time Passcode, you will not be able to make purchases from participating Merchants.

5.11.4 If you update your mobile phone number then you must notify us immediately of your new details, to ensure our records are correct.

5.11.5 The One-Time Passcode is valid for the purchase you received it for. You are responsible for the security and confidentiality of your One-Time Passcode and must not share it with anyone else.

5.11.6 You will be responsible for any fees or charges imposed by your mobile phone service provider in connection with your use of 3DS.

5.12 A Transaction is deemed to be authorised by you:

5.12.1 when you or your Account Manager or Partner Platform enters the security information on the Modulr Online Portal to confirm a Transaction is authorised, or when it is instructed via the Modulr API with the relevant security credentials;

5.12.2 when you or your Account Manager or Partner Platform submits a request for a creation of a Virtual Card via the Online Portal or Modulr API, you shall be deemed to have authorised any subsequent Virtual Card Transaction made using such Virtual Card up to the authorisation value specified when creating the request for creation of the Virtual Card;

5.12.3 when you or the Cardholder (i) enter a PIN or provide any other security credentials; (ii) sign a sales voucher; (iii) provide the Physical Card details and/or provide any other details as requested; (iv) wave/swipe the Physical Card over a card reader; or (v) insert the Physical Card into a card device or an ATM;

5.12.4 when you give instructions through a third party (such as the recipient of a Direct Debit Mandate or a Payment Initiation Service Provider).

Once the Transaction is confirmed, we cannot revoke the Transaction save for in those circumstances set out in paragraph 5.13 below.

5.13 You can cancel any Transaction which is agreed to take place on a date later than the date you authorised it, provided that you give us notice to cancel no later than close of business on the Business Day before the Transaction was due to take place;

5.14 Cancelling a Direct Debit Mandate with us will not cancel the agreement with the organisation you are paying. It is your responsibility to tell the organisation collecting the payment about the changes to your instructions.

5.15 If for any reason whatsoever, a negative balance arises because a Transaction is completed when there are not enough funds on your Account for that Transaction, you shall reimburse the negative balance amount immediately, unless circumstances described in sections 5.16 and 5.17 apply. You agree that once we make this negative balance known to you, we will charge you the amount of negative balance and you must repay it immediately. We may charge the amount of the negative balance against any funds on your Account, including any subsequently loaded funds. Until we are

reimbursed this negative balance amount, we may arrange for your Account, including Card(s) to be suspended. We may also report the negative balance to credit reference agencies.

5.16 Where a negative balance arises because of an error on the part of a Merchant where the Card Transaction occurred, we will seek to recover the negative balance amount from the Merchant.

5.17 Where a negative balance arises because of an error on the part of the recipient of the payment or us, we will seek to recover the negative balance amount from the person who made the error.

5.18 The Available Balance on your Account will not earn any interest.

5.19 You can check the balance and Transaction history of your Account at any time via the interface provided to you by the Partner Platform or by contacting Customer Services, or the Online Portal if you have relevant access details.

5.20 You will be provided with a monthly statement free of charge setting out information relating to individual payment Transactions by the Partner Platform or us (using the details we have associated with your Account).

THIRD PARTY ACCESS

6.1 You can instruct a TPP to access information on your Account or initiate certain Transactions from your Account provided such TPP has identified itself to us and it has acted in accordance with the relevant regulatory requirements. We will treat any instruction from an TPP as if it was from you or an Account Manager.

6.2 We may deny a TPP access to your Account if we are concerned about unauthorised or fraudulent access by that TPP, setting out the reason for such denial. Before doing so, we will tell you that we intend to deny access and give our reasons for doing so, unless it is not reasonably practicable, in which case we will immediately inform you afterwards. In either case, we will tell you in the manner in which we consider most appropriate in the circumstances. We will not tell you if doing so would compromise our security measures or would otherwise be unlawful.

6.3 If you have provided consent to a TPP to access the data in your Account to enable them to provide account information services to you or initiate Transactions on your behalf, you consent to us sharing your information with the TPP as is reasonably required for them to provide their services to you. You must let us know if you withdraw this permission and we recommend you let the TPP know. On notification from you, we will not provide such TPP access to your Account or the data in it.

CLOSING YOUR ACCOUNT

7.1 You may close your Account by contacting Customer Services. Please refer to your contract with the Partner Platform for any terms relating to your need to maintain your Account.

7.2 The Account will be closed if the Partner Platform instructs us to close your Account (in which case the Partner Platform will inform you of this instruction).

7.3 On termination of the Agreement for any reason, these Terms and Conditions will automatically terminate, and your Account will be closed and any Cards issued to you will be cancelled.

7.4 Any Available Balance remaining on the Account after Account closure will be transferred to your nominated bank account via Faster Payments or SEPA Transfer (as relevant) based on instructions to us from the Partner Platform. If for any reason this is not possible, such Available Balance will remain yours for a period of six years from the date of Account closure. Within this period, you may at any time request a refund by contacting Customer Services. You will not have any access to your Account and we will not return any funds remaining on the Account after six years from the date of Account closure and this Agreement will terminate.

YOUR LIABILITY AND AUTHORISATIONS

8.1 You are responsible for understanding and complying with the Agreement including these Terms and Conditions.

8.2 We may at any time suspend, restrict or refuse to authorise any use of your Account and/or Cards (including cancelling Card(s)) or refuse to process your instructions or authorise any particular Transaction where:

8.2.1 we are concerned about the security of or access to your Account and/or your Card;

8.2.2 we know or suspect that that your Account and/or Card is being used in an unauthorised or fraudulent manner;

8.2.3 we need to do so in order to comply with the law or otherwise for regulatory or crime prevention purposes;

8.2.4 the Transaction would breach the limits applicable to your Account and/or Card;

8.2.5 you, the Account Manager or the Cardholder breach an important part of these Terms and Conditions, or repeatedly breach any term in this Agreement and fail to resolve the matter in a timely manner.

8.3 If we cancel, suspend or restrict your Account and/or Card(s), or otherwise refuse to execute a payment order to or to initiate a Transaction, we will, without undue delay and provided we are legally permitted to do so, notify you or the Partner Platform of the refusal, suspension or cancellation (as applicable). If possible, we will provide the reasons for the refusal to execute the Transaction and/or suspending the use of your Account and/or Card and where those reasons relate to factual matters, the procedure of rectifying any factual errors that led to the refusal.

8.4 You or the Account Manager or the Cardholder must not:

8.4.1 allow another person to use security information related to the Account, Cards and/or app/device you use to make Transactions,

8.4.2 write down password(s) or any security information unless this is done in a way that would make it impossible for anyone else to recognise any of that information, or

8.4.3 disclose passwords or any security information, or otherwise make them available to any other person, whether verbally or by entering them in a way that allows them to be observed by others.

8.5 You must take all reasonable steps to keep your Account and password(s) and any other security-related details safe, including the security-related details relating to any app and/or devices you have registered or stored your Card on, at all times. If you visit a website or receive a message that asks for your password, other than the Modulr website, this should be reported to us. If you are in doubt whether a website is genuine, you should contact Customer Services. If you have any indication that your Account, password or other security information has been compromised, you must immediately change your password and notify us as soon as possible.

8.6 You will be liable for all Transactions that take place as a result of you, the Account Manager or the Cardholder acting fraudulently or failing to comply with these Terms and Conditions with intent or gross negligence. Any such Transactions and any fees and charges relating to such Transactions will be deducted from the Available Balance on your Account.

8.7 You will be liable for all Transactions that the Partner Platform, any other Account Manager makes on your behalf or the Cardholder makes as per this Agreement, along with those made by a TPP authorised by you to initiate a Transaction.

8.8 You will be liable for all unauthorised Transactions that arise from the use of lost or stolen Physical Cards, the Account or Card security information such as but not limited to the Online Portal log in details and API security details, Card number and CVV if you, the Account Manager, or the Cardholder fail to keep the security features of the Account, Cards and/or app/device where your Card is registered/stored safe.

8.9 It is your responsibility to keep us updated of changes to your Information, including e-mail address and mobile numbers. Failure to do so may result in us being unable to contact you regarding your Account or to let you know about changes to these Terms and Conditions.

8.10 If you request to recall a Transaction due to an error or mistake caused other than by Modulr, we reserve the right to charge you (i) a handling fee of £25 per recall and (ii) any fee payable by Modulr to a third-party bank or institution for handling the recall.

8.11 You agree to indemnify and hold harmless, us, Modulr and our distributors, partners, agents, sponsors, and service providers and their group companies from and against the costs of any legal action taken to enforce this Agreement, including these Terms and Conditions and/or any breach of these Terms and Conditions by you.

DISPUTES AND INCORRECT TRANSACTIONS

9.1 If you (or an Account Manager or Cardholder) have a reason to believe that (i) a Transaction on your Account was unauthorised or was made incorrectly, (ii) a Physical Card is lost or stolen; or (iii) someone else (other than TPP) knows the security credentials or otherwise has unauthorised access to your Account and/or Card, you must inform us immediately by contacting Customer Services. After you notify us, we will replace a lost, stolen or misappropriated Physical Card and/or security credentials, as appropriate.

9.2 We will investigate your claim for a refund of unauthorised or incorrectly executed Transactions, provided at all times that you have notified us without undue delay of becoming aware of such incorrectly executed or unauthorised Transaction and in any case within the timeframes required by the Card Scheme rules if the incorrect Transaction relates to a Card Transaction and for all other Transactions within 13 months of the date of the relevant Transaction. We will not be liable for any unauthorised or incorrectly executed Transactions notified to us after this period.

9.3 If you dispute a Transaction:

9.3.1 subject to 9.3.2 and 9.3.3 we will immediately refund the amount to your Account to the position it would have been in if the unauthorised Transaction had not taken place. We will have no further liability to you. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the Transaction.

9.3.2 if there are reasonable grounds for thinking that you may not be entitled to a refund (based on the evidence available to us at the time you report the unauthorised Transaction), we may investigate before giving you a refund and we will provide you with our supporting evidence if we believe you are not entitled to the refund;

9.3.3 if the Transaction was initiated through a TPP, it is for the TPP to prove that, the Transaction was authenticated, accurately recorded and not affected by a technical breakdown or other deficiency linked to the TPP's payment initiation service; and

9.3.4 if we make an error on a Transaction made to someone else through the Direct Debit scheme, we will refund you in accordance with the Direct Debit Guarantee.

9.4 If an incorrect Transaction is paid into your Account that should not have, we will, where possible, immediately send the funds back to the bank acting for the person from whose account the Transaction was made. In such circumstance you agree to return the funds to us and provide such assistance that we require in recovering the amount from you. If we cannot recover the funds, we are required to provide sufficient details about you and the incorrect payment to the bank or institution that sent the payment to enable them to recover the funds.

9.5 You will be liable for all Transactions made from your Account if you (or the Account Manager or the Cardholder) have acted fraudulently or have failed with gross negligence:

9.5.1 to keep the security credentials used to access or use your Account and/or Card safe and secure or otherwise failed to comply with these Terms and Conditions in relation to the safety of your Account and/or Card; or

9.5.2 failed to notify us in accordance with 9.1 above.

9.6 You may be entitled to a refund where a Transaction from your account which was initiated by payee provided that:

9.6.1 the authorisation did not specify the exact amount;

9.6.2 the amount of Transaction exceeded the amount you could reasonably have expected (taking into your previous spending pattern and other relevant circumstances). We may ask you to provide such information as is reasonably necessary for us to determine if this is correct; and

9.6.3 you asked for a refund within 8 weeks of the date the Transaction was debited to your Account.

In such circumstances we will refund you within 10 Business Days of receiving your claim for a refund or, where applicable, within 10 Business Days of receiving any further information we requested - or we will provide you with reasons for refusing the refund.

9.7 If you want a refund for a Transaction made using the Direct Debit scheme, the Direct Debit Guarantee will apply instead of the terms in 9.6 above.

Private and Confidential

APP fraud

9.8.1 For the purposes of this clause 9.8: (i) "**Authorised Push Payment**" or "**APP**" shall mean a payment initiated by you (as a Consumer) via Modulr; (ii) "**Consumer**" shall mean an individual, a microenterprise (an enterprise that employs fewer than ten (10) persons and has either an annual turnover or an annual balance sheet total that does not exceed €2 million at the group level, in accordance with European Commission Recommendation (2003/361/EC)) or a charity (a body whose annual income is less than £1 million per year and is a charity as defined by the Charities Act 2011, Charities and Trustees Investment (Scotland) Act 2005 or the Charities Act (Northern Ireland) 2008); and (iii) "**Rules**" shall mean the APP fraud reimbursement rules, as set by the Payment Systems Regulator.

9.8.2 If you (as a Consumer) believe that you have fallen victim to APP fraud (via Faster Payments, CHAPS or any other UK payment scheme as required by the Payment Systems Regulator), the details of the APP fraud (and any associated payment(s)) must be received by us as quickly as possible.

9.8.3 Following the receipt of an APP fraud claim under 9.8.2., if you (as a Consumer) are eligible for reimbursement (such eligibility is as defined in the Rules), we shall assess the APP fraud claim. Subject to clause 9.8.4, we shall notify you of the outcome of such assessment and pay the applicable amount (less any deductions, as permitted under the Rules) to you within five (5) business days of you making the APP fraud claim.

9.8.4 We may pause the five (5) day timescale for reimbursement when we require further information to assess your APP fraud claim. We may only pause the five (5) day reimbursement timescale for as long as is necessary to complete our assessment. We must complete the assessment, decide whether the APP fraud claim (or any payment within the APP fraud claim) is reimbursable (and must close the claim) before the end of the thirty-fifth (35th) business day following the reporting of the APP fraud claim.

9.8.5 You may not receive a refund for an APP fraud payment where you have not met the eligibility criteria (as defined by the Rules). This may include, but is not limited to:

9.8.5.1 your failure to respond to any reasonable and proportionate requests for information by or on behalf of Modulr;

9.8.5.2 your failure to consent to Modulr reporting your APP fraud claim to the police or the relevant national competent authority;

9.8.5.3 where we reasonably believe (taking into account all relevant circumstances (including your personal situation)) you have been grossly negligent in the payment instruction and should have known you were being tricked into sending money to a fraudster; and

9.8.5.4 where an intervention is made by or on behalf of Modulr and/or a national competent authority relating your payment instruction and you do not pay due regard to such intervention.

VARIATION

10.1 We may change these Terms and Conditions by providing you with at least two months' prior notice by e-mail (provided you have supplied us with an up-to-date e-mail address).

10.2 If you do not agree with the changes to the Terms and Conditions, you may at any time within the two months' notice period notify us and these Terms and Conditions will be terminated and your Account closed. If you do not notify us to the contrary during this period then you will be deemed to have accepted the change and it will apply to you when it comes into force.

10.3 If any part of these Terms and Conditions are inconsistent with any legal requirements then we will not rely on that part but treat it as if it did actually reflect the relevant legal requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical.

TERMINATION OR SUSPENSION

11.1 We can terminate your Account at any time if we give you two months' notice and transfer any Available Balance at the time to your nominated bank account without a charge.

11.2 We can suspend or terminate your Account(s) and/ or any Modulr Product at any time a) with immediate effect (and until your default has been remedied or the Agreement terminated) without any prior notice to you if:

11.2.1 we discover any of the Information that we hold for you is false, misleading or materially incorrect; or

11.2.2 if you, the Account Manager, the Cardholder or a third party has engaged in fraudulent activity, money laundering, terrorism, terrorism financing or other illegal activity in connection with your Account or we have reasonable suspicions in respect of the same; or

11.2.3 if you have reached your Account Limit;

11.2.4 you or the Account Manager have breached these Terms and Conditions; or

11.2.5 we are required to do so under any applicable law or regulation or at the direction of any regulatory, law enforcement or other competent authority,

11.2.6 b) on two (2) month's notice if you do not use your Account(s) and/or any Modulr Product or related service for twelve (12) months.

11.3 In the event that we do suspend or terminate your Account then if we are able to do so, we will tell you in advance otherwise we will let you know immediately afterwards (to the extent we are permitted by law).

OUR LIABILITY

12.1 Our liability and the liability of our agents in connection with this these Terms and Conditions (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:

12.1.1 Neither we, nor our agents shall be liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds;

12.1.2 Neither we, nor our agents shall be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;

12.1.3 where sums are incorrectly deducted from your Available Balance due to our default, our liability and that of our agents shall be limited to payment to you of an equivalent amount to that which was incorrectly deducted from your Available Balance;

12.1.4 in all other circumstances of our default, our liability and that of our agents jointly will be limited to transferring any Available Balance to your nominated bank account.

12.2 In circumstances where sums are incorrectly deducted from your Available Balance due to our fault, if we require your support to enable us to recover the incorrect deduction, you agree to provide us and our agents with all assistance that we reasonably require.

12.3 Nothing in these Terms and Conditions shall exclude or limit our liability or that of our agents for death or personal injury resulting from our negligence or fraud.

12.4 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

12.5 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates and other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with these Terms and Conditions.

YOUR INFORMATION

13.1 Some personal data will be necessary for us to provide you with the Account and services under this Agreement. Modulr FS is a Data Controller and shall only use your personal data for this purpose. Please see the Privacy Policy (please contact Customer Services for details of where to access this) for full details on the personal data that we and Modulr Finance Ltd hold, how we will use it and how we will keep it safe. Modulr will at all times comply with Data Protection Laws.

13.2 We will retain details of individual transactions for six years from the date on which the particular transaction was completed. We will maintain all other records for six years from which we have ceased to provide you with any product or service

13.3 You must update any changes to your Information by contacting Customer Services.

13.4 If we discover that the Information we hold about you is incorrect, we may have to suspend or cancel your Account until we can establish the correct Information, in order to protect us both.

13.5 If you or the Account Manager allow or give consent to an Authorised Third Party Provider to access your Account to provide their services, you should know that we have no control over how an Authorised Third Party Provider will use your information nor will we be liable for any loss of information after an Authorised Third Party Provider have access to your information.

13.6 The personal information we have collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money -laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment. Further details of how your information will be used by us and these fraud prevention agencies, and your data protection rights, can be found at <https://www.cifas.org.uk/fpn>.

COMPLAINTS PROCEDURE

14.1 Complaints regarding any element of the service provided by us can be sent to Customer Services.

14.2 All complaints 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, a copy of our complaints procedure will automatically be posted or emailed to you.

14.3 In most cases we will provide a full response by email to your complaint within fifteen Business Days after the date we receive your complaint. In exceptional circumstances where we are unable to respond in full to your complaint, we will inform you of this giving our reasons for the delay and the timeframe within which you will receive a full reply, which in any event shall be within thirty-five Business Days of the date we received your complaint.

14.4 If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR, phone 0800 023 4567). Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk.

GENERAL

15.1 Any delay or failure to exercise any right or remedy under these Terms and Conditions by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

15.2 If any provision of these Terms and Conditions is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

15.3 You may not assign or transfer any of your rights and/or benefits under these Terms and Conditions and you shall be the sole party to the contract between us. You will remain liable until the Account issued to you is terminated. 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 and Conditions.

15.4 Save for Modulr, who acts on our behalf, no third party who is not a party to these Terms and Conditions has a right to enforce any of the provisions in these Terms and Conditions and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

15.5 These Terms and Conditions contain the information set out in Schedule 4 of the Payment Service Regulations 2017 and you can obtain a copy of this Agreement at any time by contacting Customer Services.

15.6 These Terms and Conditions are governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.

15.7 The Financial Services Compensation Scheme is not applicable for this Account. We safeguard client funds in accordance with the requirements of The Electronic Money Regulations 2011. In the event of insolvency all client money held in accordance with the legal requirements will be held separately to the funds of Modulr FS. An appointed administrator or liquidator as relevant will arrange for your funds to be returned to you in accordance with the special administration regime for Electronic Money Institutions (the Payment and Electronic Money Institution Insolvency Regulations 2021). This may take longer than a claim made under the Financial Services Compensation Scheme which is not applicable to your account and in some circumstances the appointed administrator or liquidator may deduct their costs for returning your funds if there are insufficient funds available elsewhere in the insolvent estate of the company.

CONTACTING CUSTOMER SERVICES

16.1 Customer Services are provided by the Partner Platform. The details are available in your Introduced Client Application Form.



Explainer: Consumer Duty

For new Introduced Clients



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About your contract with Modulr

The purpose of this explanatory note is to highlight the key points which are included within your contract with Modulr (the Modulr Contract). We know that agreements relating to financial services can be complicated so have put together this reference document to help.

The Modulr Contract may refer to some payment methods, for example CHAPs and the use of cards (Payment Methods), which may not apply to you. If that is the case, then the terms and conditions relating to those Payment Methods do not apply to you.

1. Who is Modulr?

Modulr is not a bank, we are an Electronic Money Institution (EMI) which helps businesses receive and make payments more easily. This is achieved by Modulr providing Zumo Financial Services Limited (Zumo) with access to our technology and our connectivity to various payment systems so that Modulr can then provide its electronic accounts and payment services to you.

Modulr carries out several activities which are known as payment services and that means we are required to be authorised by the Financial Conduct Authority (FCA). Modulr's FCA authorisation relating to its electronic money accounts can be found [here](#) under reference number 900573.

Why do I need these services from Modulr?

You are a customer of Zumo and as a part of their services you require access to a Modulr electronic money account (Modulr Payment Account) and various Payment Methods, which Zumo is not authorised to provide to you directly. Zumo works with Modulr to enable you to have access to these regulated services.

A Modulr Payment Account will allow you to:

- Receive payments into this account from an external bank account.
- Make payments from this account to another account (whether held or not held by Modulr).
- Check the balance and transaction history on the account (when this functionality is enabled on your account)

Payments will be made using the Payment Methods provided by Modulr (or the external third-party bank).

2. Opening your Modulr Payment Account

What do I need to do to open a Modulr Payment Account?

1. Agree to the Modulr Contract. This confirms that you accept the terms and conditions relating to Modulr providing its regulated services to you. By agreeing to these terms, you also agree to Modulr requesting identification documents from you to check your identity. This is something which Modulr is required to do to provide its regulated services to you.

2. Once you have signed the Modulr Contract, and Modulr has confirmed to Zumo that you have passed Modulr's identity checks, Zumo will open a Modulr Payment Account on your behalf. This is also the time when your Modulr Contract will start. The Modulr Contract will continue until you, Modulr, or Zumo asks for the contract to end.
3. Once your Modulr Payment Account is open, you will need to follow the requirements of your Modulr Contract. For example, we ask you to keep your security details safe and not engage in fraudulent activity.

Will Modulr share my information with other people?

To provide our regulated services to you, Modulr will be required to collect and store your personal information. Sometimes we may need to share this information with others so that we can meet our own legal requirements. This includes sharing your information with fraud prevention agencies, to help prevent fraud and money laundering, and to verify your identity. Further information on the type of information Modulr collects, why this information is collected and what this information is used for can be found on our [privacy policy](#).

If you have consented to another provider (such as an Account Information Service Provider, called a Third Party Payment Service Provider (TPP)) to have access to data relating to your Modulr Payment Account to enable the TPP to provide services to you, then you consent to Modulr providing the TPP with the data that it needs to provide its services to you. If you no longer consent to Modulr providing data to a TPP, you must let us know as soon as possible.

Do I need to pay Modulr for my Modulr Payment Account?

You don't need to pay any fees to Modulr. Fees may need to be paid to Zumo, as a part of the services which they provide to you.

How long will I have my Modulr Payment Account for?

You will have a Modulr Payment Account for as long as you remain a customer of Zumo, and you continue to follow the requirements of the Modulr Contract. Of course, if you no longer want to use your Modulr Payment Account, you can close it any time by contacting Zumo.

What if Modulr transfers its rights under the Modulr Contract to another provider?

We may transfer some or all of our rights and duties under your Modulr Contract to another service provider in the future, and if we do this, your Modulr Contract will continue with that service provider.

3. Making/receiving payments to my Modulr Payment Account

How long will it take for me to make/receive a payment to my Modulr Payment Account?

Once Modulr receives an instruction from you or Zumo to make a payment from one account to another, we will ensure that the payment transaction is carried out according to the timeframe required by the Payment Method and relevant payment systems. When the payment will be received will depend on the time frame set out by the Payment Method and relevant payment systems.

Can I cancel payments from or to my Modulr Payment Account?

You can cancel any transaction which is agreed to take place on a future date, but you must notify Zumo as soon as possible. However, we may not be able to cancel the transaction depending on the type of Payment Method used.

Are there any limits on my Modulr Payment Account?

Depending on the types of Payment Methods used, there may be limits on your Modulr Payment Account. This will be communicated to you by Zumo when your Modulr Payment Account is being set up.

Requests for payments into your Modulr Payment Account will not be performed if:

- Your Modulr Payment Account has reached any limits which may be in place.
- Your Modulr Payment Account is blocked or has been closed.
- The person making the payment has provided the incorrect account details for your Modulr Payment Account.
- We suspect that the payment may be fraudulent.

In such circumstances the funds may be sent back to the sender without prior notification to you.

4. Keeping your Modulr Payment Account and your e-money safe

How is Modulr different from a bank?

As Modulr is not a bank, it cannot provide bank accounts. Modulr can't lend money or use money which it holds for the purposes of lending that money to others. Instead, Modulr provides payment accounts. Zumo will provide you with access to our technology, including our connectivity to various Payment Methods so that Modulr can then provide its electronic accounts and payment services to you.

As the Modulr Payment Account is not a bank account:

- Funds in the account will not earn any interest.

- Funds in the account will not be protected by the Financial Services Compensation Scheme (FSCS), as the FSCS applies only to banks.

So, how does Modulr protect my money?

Modulr, as an EMI, is required by law to ensure that your money is protected. This protection is called safeguarding. This means that all the money which you send to your Modulr Payment Account must be protected by Modulr. Modulr does this by opening a separate bank account for its customers with a safeguarding partner in accordance with the relevant law. This bank account will be separate from Modulr's own funds and will have the same amount of money in it which you have put into the Modulr Payment Account. For example, if £1 is sent to your Modulr Payment Account, Modulr will put £1 into a separate bank account with its safeguarding partner.

If Modulr is unable to pay its debts, and is required to close its business:

- an independent insolvency professional will be appointed to return your funds to you; and
- the funds in your Modulr Payment Account will be separate from Modulr's own funds. Therefore, if Modulr owes money to other companies, your funds will not be used to pay this off. However, if Modulr does not have sufficient money to pay for the costs of the insolvency practitioner then their costs may be taken from your funds before your funds are returned to you.

Further information on Modulr's safeguarding practices can be found [here](#).

How do we protect your Modulr Payment Account

Modulr takes the protection of your Modulr Payment Account very seriously. We have secure systems in place to help us do this and we work with Zumo ensure that your personal information and any security details (such as passwords) are kept safe. If you have access to your Modulr Payment Account, you must also keep safe any security details provided to you. You can contact Zumo if you have any questions on this.

What if I notice a payment to or from my Modulr Payment Account which I don't recognise?

If you notice that a payment is incorrect, please contact Zumo. Zumo will then contact Modulr on your behalf. Once Modulr has completed its investigation, we may refund or reverse a payment transaction depending on our findings.

You will be responsible for any loss caused to Modulr, including financial losses, when that loss was caused by:

- Fraudulent use of your Modulr Payment Account.
- Irresponsible use of your Modulr Payment Account.
- Misuse of your Modulr Payment Account.

We are not responsible for any losses which are caused by:

- Events which are unusual or outside of our control, like telephone or internet failures.
- Modulr's failure to implement any controls which we agreed with you in writing to implement.
- Actions or failures by you, or anybody authorised by you to use your Modulr Payment Account.

We are also not responsible for:

- Claims against us made by any other service providers in relation to the Modulr Payment Account or any of its payment services unless this is required by law.
- Any business losses that you may suffer from.

What happens if I make a payment to a scammer?

If you make a payment from your Modulr Payment Account to later find out the recipient was a scammer, you should contact Zumo as soon as possible. New rules from the Payment Systems Regulator which enter into force on 7 October 2024 give you a right to reimbursement if you're a victim of an APP scam. However, there are some restrictions and eligibility requirements. You can find out more about this right to reimbursement in the "About your right to reimbursement if you're the victim of an APP scam" section at the end of this document.

5. Who has access to my Modulr Payment Account?

As your Modulr Payment Account is opened by Zumo, Zumo will usually have access and will be able to authorise transactions from your Modulr Payment Account.

You may also have access to, and can authorise transactions for, your Modulr Payment Account depending on the services that Zumo is providing to you. If you have any questions relating to this, you should contact the Zumo's customer services.

Can Modulr access and make payments from/to my Modulr Payment Account?

We may suspend, restrict, or refuse to authorise use of your Modulr Payment Account, or a particular transaction where:

- We are concerned about the security of or access to your Modulr Payment Account.
- We know or suspect that your Modulr Payment Account is being used in an authorised or fraudulent manner.
- We need to do so to comply with the law and/or regulation, including for crime prevention purposes.
- The transaction would breach the limits which apply to your Modulr Payment Account.

- You have breached or repeatedly breach any term within the Modulr Contract, and you fail to resolve the matter in a timely manner.

If we do this then we will, where the law allows us to, we will let the Zumo know. Zumo will then let you know.

6. Your Modulr Contract

Can Modulr make changes to my Modulr Contract?

Modulr may make changes to your contract, however we must make you aware of these changes 2 months before the change happens.

Any changes to be made to your contract will be posted on Modulr's website and will also be communicated to you by either Modulr or Zumo. Modulr will only make changes to your contract within a shorter timeframe when Modulr is required to by law.

You do not have to accept any changes to your Modulr Contract, however if you do not accept the changes then we will assume that you wish to end your Modulr Contract. This means that your Modulr Payment Account will be closed, and you will no longer have access to the Payment Methods provided through Modulr.

You will not be charged a fee by Modulr for the closure of your Modulr Payment Account. The closure of your Modulr Payment Account will also include the returning of funds from this account to your nominated bank account.

How can I end my Modulr contract and close my Modulr Payment Account?

You or Zumo may decide to end your Modulr Contract.

If you wish to end your Modulr contract, please Zumo who will work with Modulr to arrange for this. Once your Modulr Contract ends, you will no longer have a Modulr Payment Account. Any funds in those accounts will be returned to your nominated bank account. If you have not provided a nominated bank account, we may contact you to ask for these details.

As Modulr is providing a regulated service, we may be required to end your Modulr Contract immediately. This may be because:

- You do not meet our compliance requirements (which are required as a part of our regulated services)
- You have not complied with the requirements of the Modulr Contract.
- You, or another service provider, have acted fraudulently or have been involved in money laundering, or any other illegal activity.
- We suspect you have acted fraudulently or have been involved in money laundering, or any other illegal activity.
- We are required to end the Modulr Contract by law or at the request of a regulator.

If Modulr wishes to end your Modulr Contract for any other reason, we must give you at least 2 months' notice of this.

You can close your Modulr Payment Account at any time by contacting Zumo's customer services. If you wish to close your Modulr Payment Account, your Modulr Contract will also automatically end. Any funds in those accounts will be returned to your nominated bank account. If you have not provided a nominated bank account, we may contact you to ask for these details.

Where can I find a copy of my Modulr Contract?

You can contact Zumo's customer services at any time to request a copy of your Modulr Contract.

Which laws apply to my Modulr Contract?

English law will decide legal questions about the Modulr Contract. The English Courts will deal with any legal disputes under the Modulr Contract.

7. Contacting each other

When will Modulr contact me?

If you wish to close your Modulr Payment Account, and we need to send the funds in those accounts to an alternative account then we may contact you for your nominated account details. We will contact you using the details that you have provided to Zumo. If we do contact you, we will communicate with you in English.

Who can I contact if I have problems with my Modulr Payment Account?

If you have a complaint about Modulr's services, you should contact Zumo. Modulr will work with Zumo to investigate your complaint. Complaints will be handled in line with Modulr's Complaints policy which can be found [here](#).

About your right to reimbursement if you're the victim of an APP scam

What are APP scams?

Authorised Push Payment (APP) scams occur when a scammer tricks you into sending money to a person or account you didn't intend to send money to, or for a purpose you didn't intend. This could happen, for example, when you believe you're sending money to buy an item online, paying an invoice, making an investment, or sending funds at the request of your bank or payment provider, only to realise later that the recipient was a scammer.

1. Your right to reimbursement

On 7 October 2024, new rules from the Payments Systems Regulator (PSR) come into force, giving you the right to be reimbursed if you fall victim to an APP scam. Not everyone is automatically eligible for reimbursement. Here's what you need to know:

- **Payment type:** The right to reimbursement only applies to payments you have made to accounts in the UK using Faster Payments and/or CHAPS.
- **Eligible customers:** The right to reimbursement only applies to individuals, sole traders, charities with annual income of less than £1 million, and microenterprises (businesses that employ fewer than 10 people with annual turnover and/or assets of less than €2 million at the group level).
- **Timeframe:** The new rules apply to payments made on or after 7 October 2024. If you're scammed, you must raise a claim within 13 months of the final payment to the scammer.
- **Claim limit:** The right to reimbursement applies up to the claim maximum set by the PSR, who have proposed £85,000 maximum.
- **Claim excess:** Modulr will charge a claim excess of £100. This will be deducted automatically from the money that is returned to you, if your claim is reimbursable.

When does the right to reimbursement not apply?

There are situations where the right to reimbursement doesn't apply. Some of these situations include:

- **First party fraud:** If you dishonestly make a claim for reimbursement when you haven't actually been scammed.
- **Gross negligence:** If you're grossly negligent, including if you ignore us when we warn you that a payment you're trying to make is probably a scam, if you don't provide us with the information we need to process your claim, if you don't report the scam to us within 13 months, or if you don't consent to us reporting the scam to the police on your behalf.

- **Other payment methods:** The rules apply to payments made through Faster Payments and/or CHAPS. Transactions via cheque, cash, or international payments are not covered.
- **Payments to certain account types:** Payments made to credit unions, municipal banks or national savings banks.
- **“On us” payments:** Payments made to other Modulr accounts.
- **Civil disputes:** If your claim relates to a civil dispute, for example, if you purchase something from a legitimate seller but are unhappy with the product you receive.

2. Reporting scams

If you believe you've been targeted by a scam, please contact Zumo immediately. You can reach our support team at

- <https://app.zumo.tech/> via the 'Contact Support' button, '? Support', then Zumo Bot or Get in Touch.
- Or email: support@zumo.money
- Or write to us at: Zumo Financial Services Ltd, RTW Studios, 40 Constitution Street, Edinburgh, EH6 6RS.

What to expect when making a claim

When you report a scam, Zumo will ask you for details about the scam and any payment(s) that you made. These include:

- Details about the account that you used to send money to the scammer, including the account number, the sort code, and the name on the account.
- Details about the account that you made the payment to, including the account number, the sort code, and the name on the account.
- A detailed description of what happened, and the circumstances that led to it. The more detail that you're able to provide us, the better.

Our team will investigate your claim and determine whether you are eligible for reimbursement based on the criteria set by the Payment Systems Regulator. Most cases are resolved within five business days, though complex cases may take longer.

Supporting vulnerable consumers

If you have additional support needs or are in a situation that makes you more likely to be a victim of a scam, please let Zumo know so that they can better support you. This may include things like your mental or physical health, your financial circumstances, or other life events.

If you're unhappy with the outcome

If you're dissatisfied with the outcome of your claim, you have the right to make a complaint, in line with the process set out in your Introduced Client Terms of Business. If your complaint isn't resolved to your satisfaction, you have the right to escalate it to the Financial Ombudsman Service for independent review. You can read more about how to make a complaint using this link:

- <https://app.zumo.tech/security-governance/>, then selecting Contact Support > Company/General > Compliance > How do I complain.

Complaints can also be submitted by:

- Email: Directly to complaints@zumo.money with full details of the issue.
- App: Through the FAQ section using the complaints form for a streamlined process.
- Postal Mail: Addressed to Zumo Financial Services Ltd, RTW Studios, 40 Constitution Street, Edinburgh, EH6 6RS.

Additional support if you're a victim of a scam

There are several organisations that can provide you with additional support if you are concerned about APP fraud or you become victim of a scam. These include:

- [CIFAS](#): Register with CIFAS to prevent fraudsters from using your name to apply for products or services.
- [Take Five to Stop Fraud](#): Led by UK Finance, Take Five is a national campaign that offers straight-forward and impartial advice to help everyone protect themselves from preventable financial fraud.
- [Citizens Advice](#): Providing knowledge and advice on what to do next, and giving you support on the issues you might be facing. Phone: 0808 223 1133
- [Victims Support](#): An independent charity, providing free and confidential advice to people affected by crime. Phone: 08 08 16 89 111