

Modulr Introduced Client Agreement

PART A - INTRODUCED CLIENT TERMS OF BUSINESS

1. BACKGROUND

- 1.1 You, (the “**Introduced Client**”) have entered into an agreement with **Intuit Limited**, a company registered in England and Wales under company number 02679414 whose registered office is at 80 Victoria Street, London SW1E 5JL (“**Partner Platform**”) for the provision of various services (referred to as the “**Partner Platform Agreement**”), to which this Modulr Introduced Client Agreement is scheduled.
- 1.2 Under the terms of the Partner Platform Agreement, the Introduced Client wishes to open an Account with Modulr (defined below) to be used for the purpose and in accordance with the terms set out in the Partner Platform Agreement.
- 1.3 By agreeing to the Partner Platform Agreement to which the Modulr Introduced Client Agreement is scheduled, the Introduced Client confirms its wishes to enter into an agreement with **Modulr Finance Limited**, a company registered in England and Wales under company number 09897957, whose registered office is at 1 Hammersmith Broadway, London, W6 9DL (“**Modulr**”) for purposes of using the Modulr Products described in clause 3 below in accordance with the terms set out in this Modulr Introduced Client Agreement.
- 1.4 The Modulr Accounts issued under this Modulr Introduced Client Agreement are provided to the Introduced Client by Modulr FS Limited, a company registered in England and Wales under company number 09897919, whose registered office is at 1 Hammersmith Broadway, London, W6 9DL and who is regulated by the Financial Conduct Authority for issuance of electronic money under FRN 900573 (“**Modulr FS**”).

2. DOCUMENTS FORMING THE AGREEMENT

- 2.1 These Introduced Client Terms of Business ((including all Schedules attached to it) and the Modulr Account Terms and Conditions constitute the entire agreement between Modulr and the Introduced Client (collectively referred to as the "parties" and individually a "party") (together the “Modulr Introduced Client Agreement”).
- 2.2 The parties agree that to the extent there is any inconsistency between the Introduced Client Terms of Business and the Modulr Account Terms and Conditions then the Modulr Account Terms and Conditions shall prevail over the Introduced Client Terms of Business.
- 2.3 In these Introduced Client Terms of Business: (a) a reference to a clause is a reference to a clause in these Introduced Client Terms of Business; (b) headings are for reference only and shall not affect the interpretation of these Introduced Client Terms of Business; (c) the singular shall include the plural and vice versa; (d) a reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns; (e) a reference to a party shall include its personal representatives, successors and permitted assigns; (f) reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

3. MODULR PRODUCTS

- 3.1 Modulr Products are made up of the Account and related payment services which enable funds to be sent to the Account and paid out from the Account.
- 3.2 The Account allows operation including the making of Transactions in accordance with the Modulr Account Terms and Conditions.

3.3 These payment types and services included and to be provided as part of Modulr Products are as selected below and may include other payment services in and out of the Account which may be enabled from time to time.

Payment Types generally included	
<input checked="" type="checkbox"/>	Inbound Faster Payments
<input checked="" type="checkbox"/>	Outbound Faster Payments
<input checked="" type="checkbox"/>	Inbound Bacs Credits
<input checked="" type="checkbox"/>	Inbound CHAPS
<input checked="" type="checkbox"/>	Inter-Account Transfers
<input checked="" type="checkbox"/>	Inbound SEPA Credit Transfer
<input checked="" type="checkbox"/>	Outbound SEPA Credit Transfer
<input checked="" type="checkbox"/>	Cards
<input checked="" type="checkbox"/>	BACS Direct Debit Collections
<input checked="" type="checkbox"/>	BACS Direct Debit Mandates
<input checked="" type="checkbox"/>	Payment Initiation Service

3.4 The Modulr Products also consist of the Application Programming Interface (API) used by the Partner Platform on the Introduced Client's behalf to create and administer the Accounts plus the beneficiaries and payment rules applied to them.

3.5 The Modulr Products also consist of the Online Portal which can be used for the management of Accounts. The Partner Platform will provide access to this if appropriate, based on your relationship with them.

3.6 The Introduced Client's rights and obligations with respect to each of the payment types listed above and forming part of the Modulr Products are subject to and governed by the terms and conditions set out in the other parts of the Modulr Introduced Client Agreement. The terms of this Modulr Introduced Client Agreement applicable to payment types and services which are not selected above or otherwise enabled for the Introduced Client shall not apply, but only to the extent that such terms concern the unavailable payment types.

4. FEES

4.1 Fees shall be paid by the Partner Platform. No further fees payable by the Introduced Client to Modulr.

5. ACKNOWLEDGEMENT

5.1 By agreeing to the Partner Platform Agreement, the Introduced Client agrees to Partner Platform providing all such information to Modulr (who on behalf of Modulr FS) for checking and verifying

the identity of the Introduced Client, its directors, beneficial owners, Authorised Users and Cardholders as required by law.

- 5.2 The Introduced Client acknowledges that a Full Electoral Roll search may take place on the individuals noted in clause 7.1 above for anti-money laundering purposes.
- 5.3 The Introduced Client acknowledges that a “soft footprint” search may be placed on the electronic files of the individuals noted in clause 7.1 above by the Credit Reference Agencies and their personal details may be accessed by third parties for the specific purpose of anti-money laundering, identity verification and fraud prevention.
- 5.4 The Introduced Client confirms that it has read, understood and accepts the terms set out in the documents that form the Modulr Introduced Client Agreement between the Introduced Client, Modulr and Modulr FS and hereby gives its acknowledgement.
- 5.5 The Introduced Client agrees to be bound by the terms comprising the Modulr Introduced Client Agreement.

6. MODULR PRODUCTS

- 6.1 Modulr will make available to the Introduced Client such products that are described in clause 3.3 above.
- 6.2 The Account and Cards (where applicable) are provided by Modulr FS to the Introduced Client in accordance with the Modulr Account Terms and Conditions. Modulr Products provided to the Introduced Client under this Modulr Introduced Client Agreement are for the sole use by the Introduced Client.
- 6.3 The Introduced Client can use the Account and Cards (where applicable) to make Transactions on the terms and conditions set out in the Modulr Account Terms and Conditions. A record of all Transactions relating to the Account can viewed on the Website or accessed via the Partner Platform (as applicable).
- 6.4 The Introduced Client shall promptly notify Customer Services as soon as it becomes aware login and security information enabling access to its Modulr Products have been lost, stolen or compromised.
- 6.5 From time to time Modulr may carry out additional checks on the Introduced Client, including the identity of its directors, beneficial owners and the nature of its business in accordance with its Due Diligence Procedure and as required by law. Modulr may contact the Introduced Client or the Partner Platform (as applicable) for such purposes. The Introduced Client agrees to provide such information as necessary.
- 6.6 The Introduced Client shall comply with all legislation and regulation as it applies to the Introduced Client. Any failure to comply with relevant legislation or regulation shall be considered a material breach of the Modulr Introduced Client Agreement.
- 6.7 The Introduced Client shall implement as appropriate Modulr’s reasonable security recommendations it notifies to the Introduced Client from time to time.

7. AUTHORISED USERS

- 7.1 Access to the Modulr Products is restricted to individuals that have been designated by the Introduced Client as Authorised Users.
- 7.2 The Introduced Client must notify Modulr of all individuals it wishes to be an Authorised User.
- 7.3 Each Authorised User is permitted to access and use the Modulr Products in accordance with these Introduced Client Terms of Business.
- 7.4 The Introduced Client will be responsible for training its Authorised Users in the appropriate use of Modulr Products.
- 7.5 The Introduced Client shall ensure its Authorised Users;
 - 7.5.1 take all reasonable care to ensure Modulr Product access credentials, including login details to the Website, where applicable, are kept confidential to each Authorised User; and

- 7.5.2 do not share any information that would enable another party to access the Introduced Client's Modulr Account.
- 7.6 The Introduced Client acknowledges and agrees that each Authorised User is authorised by the Introduced Client to act on its behalf. Modulr shall deem any instruction given by an Authorised User is an instruction given by the Introduced Client.
- 7.7 The Introduced Client will be responsible for timely notification to Modulr of any revocation of Authorised User access and will be liable for Transactions made, Fees incurred and use of Modulr Products by an Authorised User until Modulr has had one full Business Day to act on any received notice. This clause shall not apply to Introduced Clients accessing Modulr Products via the Partner Platform.
- 7.8 Where the Introduced Client accesses Modulr Products through a Partner Platform, such Partner Platform will be considered the Authorised User. In this instance if additional Authorised Users are required they must be requested by the Partner Platform. The use of a Partner Platform to access the Modulr Products by the Introduced Client are set out in further detail below.

8 ACCESSING MODULR PRODUCTS THROUGH A PARTNER PLATFORM

- 8.1 In the event the Introduced Client utilizes a Partner Platform to access Modulr Products, the Introduced Client agrees and authorises the Partner Platform to instruct Modulr to access and use the Modulr Products on behalf of the Introduced Client, which shall include but not be limited to making Transactions, viewing and retrieving Transaction data, initiating refunds and closing the Account.
- 8.2 The Introduced Client acknowledges and agrees that Modulr shall have no liability whatsoever with respect to the performance, availability or quality of any Partner Platform.
- 8.3 The Introduced Client acknowledges and agrees to the following:
- 8.3.1 it must satisfy itself that its Platform Partner Agreement grants the Partner Platform all permission necessary to operate the Account on the Introduced Client's behalf;
- 8.3.2 the Platform Partner will be granted full access to operate the Introduced Client's Account as an Authorised User of the Introduced Client;
- 8.3.3 it is responsible for monitoring Partner Platform activities on its Account. Any queries relating to such activities will be raised with the Partner Platform directly and settled between Partner Platform and the Introduced Client;
- 8.3.4 the Introduced Client has no recourse against Modulr for any act or omission of the Partner Platform with respect to its Account;
- 8.3.5 the Introduced Client understands it can only access its Account to make Transactions, review Transactions made or otherwise use Modulr Products through the service provided by the Partner Platform; and
- 8.3.6 it will only use the Account for the purpose set out in the Partner Platform Agreement.
- 8.4 On receipt of notification by Modulr from the Partner Platform that it wishes to terminate this Modulr Introduced Client Agreement, this Modulr Introduced Client Agreement shall terminate. Any funds in the Introduced Client's Account will be returned in accordance with the terms of the Modulr Account Terms and Conditions.
- 8.5 If the Introduced Client has any complaint or concern relating to the Modulr Account or other Modulr Products, such complaint or concern shall be raised directly to the Partner Platform, who shall deal with it in accordance with Modulr's complaint handling procedures, a copy of which is available on request from the Partner Platform and on the Website.

9 CUSTOMER SERVICES

- 9.1 The Introduced Client can contact Customer Services if it has any queries about the Modulr Products. Information may be requested from the Introduced Client, including but not limited to, its Authorised Users, Cardholders or Transaction information so that it can verify the identity of an Authorised User, the Cardholder and/or the Modulr Products provided to such Introduced Client.
- 9.2 Any information shared by the Introduced Client will be kept strictly confidential. Where such information is provided in connection to a service provided by a third party, for example, the Account, then the Introduced Client's information will only be used in accordance with instructions of such third party and only for the purpose of providing Customer Services to the Introduced Client on behalf of such third party.
- 9.3 As part of Modulr's commitment to providing a quality customer service, its managers periodically monitor telephone communications between its employees and Introduced Clients to ensure that Modulr's high quality service standards are maintained. The Introduced Client consents to such monitoring and recording of telephone communications and agrees to make its Authorised Users aware of such practice.
- 9.4 We are required by the FCA to resolve any complaint you may have in relation to your Account, the payment services or any other service we offer you through the Partner Platform (whether in our own name or by Partner Platform acting as an agent on our behalf). Your complaint will be resolved through our complaint handling procedure agreed with Partner Platform.

10 TERM AND TERMINATION

- 10.1 This Modulr Introduced Client Agreement shall commence on the date the Introduced Client receives confirmation from Modulr or the Partner Platform (where applicable) of its successful application for Modulr Products and shall continue until terminated by the Introduced Client, Partner Platform (if acting on behalf of the Introduced Client) or Modulr.
- 10.2 The Introduced Client or the Partner Platform (where applicable) may terminate this Modulr Introduced Client Agreement immediately by notifying Customer Services in writing by post or email.
- 10.3 Modulr may terminate this Modulr Introduced Client Agreement and close the Introduced Client's Account(s) by providing the Introduced Client with at least two months' notice.
- 10.4 Modulr may terminate this Modulr Introduced Client Agreement immediately if, for any reason, the Introduced Client is unable to satisfy the Due Diligence Procedures.
- 10.5 This Agreement will automatically terminate when all Accounts of the Introduced Client are closed (for any reason).
- 10.6 On termination of this Modulr Introduced Client Agreement for any reason, any balance remaining in the Introduced Client's Account(s) shall be returned to the Introduced Client in accordance with the Modulr Account Terms and Conditions. The Introduced Client shall pay immediately all outstanding Fees due (where applicable) under this Modulr Introduced Client Agreement and in the event of a negative balance in an Account, shall reimburse Modulr FS such amount equal to the negative balance.

11 INTELLECTUAL PROPERTY

- 11.1 The Introduced Client acknowledges all Intellectual Property Rights in the Modulr Products are owned by or provided under licence to Modulr. Modulr grants the Introduced Client a non-exclusive, royalty-free licence for the duration of this Modulr Introduced Client Agreement to access and use the Modulr Products only for the purpose contemplated by this Modulr Introduced Client Agreement.
- 11.2 Nothing in this Modulr Introduced Client Agreement shall operate to create or transfer any Intellectual Property Right to the Introduced Client.

12 FORCE MAJEURE

- 12.1 Modulr will not be liable for the non-performance or failure to provide any part of the Modulr Products occurring as a result of any events that are beyond the reasonable control of Modulr, for example, but not limited to, fire, telecommunications or internet failure, utility failure, power failure, equipment failure, employment strife, riot, war, terrorist attack, non-performance of third party suppliers, acts of God such as storm or lightening damage, or other causes over which Modulr has no reasonable control.

13 ASSIGNMENT TRANSFER AND SUBCONTRACTING

- 13.1 The Modulr Products provided to the Introduced Client are personal to the Introduced Client. The Introduced Client may not novate, assign or otherwise transfer this Modulr Introduced Client Agreement, any interest or right under this Modulr Introduced Client Agreement (in whole or in part) without the prior written consent of Modulr.
- 13.2 The Introduced Client agrees Modulr may, in its sole discretion, assign, or transfer some or all of its rights and obligations or delegate any duty of performance set out in the documents forming this Modulr Introduced Client Agreement. Modulr may subcontract any of its obligations under this Modulr Introduced Client Agreement.
- 13.3 In the event of any transfer of this Modulr Introduced Client Agreement by Modulr to another service provider; if the Introduced Client does not want to transfer to the new provider, the Introduced Client must notify Modulr of its objection in writing to Customer Services. On receipt of such notification, Modulr it will terminate this Modulr Introduced Client Agreement. Any balance remaining in the Introduced Client's Account(s) will be returned to the Introduced Client in accordance with the redemption procedure set out in the Modulr Account Terms and Conditions.

14 LIABILITY

- 14.1 Nothing in this Modulr Introduced Client Agreement will operate to limit either party's liability with respect to fraud or for death or personal injury resulting from negligence, in either case whether committed by that party or its employees, agents or subcontractors.
- 14.2 Modulr makes no warranty that access to and use of the Modulr Products will be uninterrupted or error free.
- 14.3 The Introduced Client acknowledges and agrees that Modulr is not liable to the Introduced Client for any loss, liability or damages the Introduced Client suffers which result from, are related to,

or in any way are connected with any fraud control or restriction measures implemented from time to time, unless such loss, liability or damage is a direct result of Modulr's fraud, gross negligence or willful misconduct in procuring the implementation of fraud control or purchase restriction measures that Modulr has expressly agreed in writing to procure for the Introduced Client.

14.4 Modulr shall not be liable to the Introduced Client for any loss or damage the Introduced Client may suffer as a result of any act or omission of an Authorised User or Cardholder, or an Authorised User's or Cardholder's use of or inability to use the Modulr Products.

14.5 The Introduced Client agrees to indemnify Modulr against any and all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings Modulr directly or indirectly incurs or which are brought against Modulr if the Introduced Client, or an Authorised User, or a Cardholder has acted fraudulently, been negligent or has misused a Modulr Product or any of the services provided under this Modulr Introduced Client Agreement.

14.6 Modulr shall not be responsible in any way for any interest or claims of any third parties in respect of the Modulr Products, except as required by law or regulation.

15 REPORTS

15.1 Modulr may make available certain management or other reporting or business administration functionality via the Website.

15.2 Modulr may from time to time amend, modify, replace or withdraw in whole or in part such reporting it provides without further notice.

16 DATA PRIVACY

16.1 Modulr will collect and retain personal information about the Introduced Client and each Authorised User and Cardholder to enable Modulr to deliver the Modulr Products, the services linked to it and deal with any enquiries that the Introduced Client may have about it. Modulr is the data controller of the personal information gathered by Modulr for such purpose. If Modulr uses a third party to provide a part of the Modulr Product then that provider will be the owner and controller of the personal information they require to collect in order to operate the relevant service. The use of personal information by third-party service providers will be set out in their service terms and conditions of use. Modulr will, at such third-party provider's direction, process personal data on its behalf, for example, to enable Modulr to provide Customer Services to the Introduced Client.

16.2 Modulr processes personal information in accordance with relevant laws on the protection of personal data.

16.3 If Modulr transfers the Introduced Client's information to a third party in a country outside of the European Economic Area Modulr will ensure that the third party agrees to apply the same levels of protection that Modulr is legally obliged to have in place when Modulr processes personal data.

16.4 Further information about how Modulr uses personal information can be found in Modulr's Privacy Policy; please contact Customer Services for a copy of this.

17 CHANGES TO THE AGREEMENT

17.1 Modulr may amend or modify this Modulr Introduced Client Agreement by giving sixty (60) days' notice to the Introduced Client unless Modulr is required to make such a change sooner by law.

All proposed changes will be posted on the Website and communicated to the Introduced Client by such other means that Modulr agreed with the Introduced Client, for example by email. If the Introduced Client is accessing Modulr Products via a Partner Platform, all notifications will be communicated via such Partner Platform.

17.2 The Introduced Client has no obligation to accept such amendments proposed by Modulr.

17.3 The Introduced Client will be taken to have accepted any change to this Modulr Introduced Client Agreement that Modulr notifies to the Introduced Client unless the Introduced Client tells Modulr otherwise before the relevant change takes effect. In such circumstance, Modulr will treat notice of objection by the Introduced Client as notification that the Introduced Client wishes to terminate this Modulr Introduced Client Agreement and the use of all Modulr Products immediately. All Accounts of the Introduced Client will be closed and any balance remaining in the Introduced Client's Account will be returned to the Introduced Client in accordance with the redemption procedure set out in the Modulr Account Terms and Conditions. In this circumstance the Introduced Client will not be charged a fee for the Account closure and return of any balance.

18 GENERAL

18.1 In these Introduced Client Terms of Business, headings are for convenience only and shall not affect the interpretation of these Introduced Client Terms of Business.

18.2 Any delay or failure by Modulr to exercise any right or remedy under this Modulr Introduced Client Agreement shall not be interpreted as a waiver of that right or remedy or stop Modulr from exercising its rights at any subsequent time.

18.3 In the event that any part of this Modulr Introduced Client Agreement is held not to be enforceable, this shall not affect the remainder of the Modulr Introduced Client Agreement which shall remain in full force and effect.

18.4 The Introduced Client shall remain responsible for complying with this Modulr Introduced Client Agreement until its Account(s) are closed (for whatever reason) and all sums due under this Modulr Introduced Client Agreement have been paid in full.

18.5 This Modulr Introduced Client Agreement is written and available only in English and all correspondence with the Introduced Client shall be in English.

18.6 This Modulr Introduced Client Agreement is governed by the laws of England and the Introduced Client agree to the non-exclusive jurisdiction of the English courts.

Schedule 1 to the Introduced Client Terms of Business: Card Obligations

1. Introduction

- 1.1. The terms of Schedule 1 shall apply where Virtual Cards and/or Physical Cards are included within the Modlr Products.

2. Transactions Disputes and Chargebacks

- 2.1. For the purposes of these Introduced Client Terms of Business, a “**Chargeback**” means a refund of a Card Transaction after the Introduced Client (or Modlr FS on its behalf) successfully disputes the Card Transaction as permitted by the Card Scheme rules.
- 2.2. The Introduced Client shall provide Modlr and/or Partner Platform (as relevant) all relevant information in relation to Card Transaction as may be required by Modlr to resolve the dispute in accordance with applicable law and, where applicable, to raise a Chargeback in accordance with Card Scheme rules.
- 2.3. The Introduced Client agrees that Card Scheme’s decision on the validity of the Chargeback is final and binding and that in the event a Chargeback is not successful or is subsequently reversed the Introduced Client will be liable for the amount of the disputed Card Transaction.

3. Cardholders of Physical Cards

- 3.1. Where Physical Cards are made available to the Introduced Client as part of Modlr Products, Introduced Client will be able to designate individuals as Cardholders permitted to use Physical Cards.
- 3.2. The Introduced Client must notify Modlr and/or Partner Platform (as relevant) of all individuals it wishes to be Cardholders and shall not permit any other person to use Physical Cards.
- 3.3. The Introduced Client shall be responsible for ensuring that each Cardholder is informed of the Modlr Account Terms and Conditions as they apply to Physical Cards and the Introduced Client shall ensure that the Cardholder complies with them.
- 3.4. The Introduced Client shall ensure its Cardholders take all reasonable care to keep any security credentials relating to the use of Physical Cards, such as PIN or any access or similar codes, where applicable, confidential and in accordance with the Modlr Account Terms and Conditions.
- 3.5. The Introduced Client acknowledges and agrees that each Cardholder is authorised by the Introduced Client to act on its behalf. Modlr shall deem any instruction given by a Cardholder with respect to Physical Card Transaction as an instruction given by the Introduced Client and the Introduced Client shall be responsible for all actions and the use of Physical Cards by any Cardholder.
- 3.6. In the event of any changes to this Modlr Introduced Client Agreement and/or Modlr Account Terms and Conditions, or if the Introduced Client’s Account and/or Physical Card is suspended, cancelled or terminated, it is the Introduced Client’s responsibility to communicate any such changes and/or any information regarding the suspension, cancellation or termination to each Cardholder.

4. Withdrawal of Cards; Change of Card Scheme

- 4.1. Modlr reserves the right to:
 - 4.1.1. cease providing Cards as part of Modlr Products for any reason;
 - 4.1.2. provide Cards issued under a different Card Scheme (“**Replacement Scheme**”).

Schedule 2 Introduced Client Terms of Business: Direct Debit Mandate Service

1. Introduction

- 1.1. The terms of this Schedule 2 shall apply where BACS Direct Debit Mandates are included within the Modulr Products.

2. Direct Debit Mandate Service

- 2.1. The Direct Debit Mandate service enables the Introduced Client and / or Account Manager to set up Direct Debit Mandate on an Account via UK BACS Direct Debit scheme ("**Direct Debit Mandate Service**"). The amounts and payment dates of the Direct Debits may vary.
- 2.2. The Introduced Clients (or the Partner Platform or the Account Manager acting on the Introduced Client's behalf) will be able to set up a Direct Debit Mandate on the Account by completing a Direct Debit Mandate form.
- 2.3. The Introduced Client will be able to view, amend and cancel a Direct Debit Mandate on the Introduced Client's Account via the user interface provided by Partner Platform.
- 2.4. Without prejudice to any other rights of Modulr, Modulr may withdraw the Direct Debit Mandate Service by giving the Introduced Client at least 2 months' notice by e-mail.

Schedule 3 to Introduced Client Terms of Business – Payment Initiation Service

1. INTRODUCTION

1.1 The terms of Schedule 3 shall apply where the PIS is included within the Modulr Products provided to you.

1.2 These PIS Terms and Conditions, alongside the Modulr Account Terms and Conditions form the agreement between Modulr and you and sets out the terms that apply to your use of PIS as defined below.

1.3 We are authorised by the Financial Conduct Authority (FRN 900573) for the issuance of electronic money and providing payment services, including payment initiation services.

1.4 Unless expressly stated in this Schedule 3, the definitions contained in this Agreement shall apply to this Schedule 3.

2. DEFINITIONS

Account Servicing Payment Service Provider or ASPSP – the third party payment service provider, such as a bank, with whom the End User holds a Source Account (as defined below) which Modulr will access when you use PIS;

End User – means your customer who wishes to purchase your goods and/or services using PIS, and who holds a Source Account;

Information – in relation to PIS, means any information related to your organisation, and any personal information related to the End User;

Payment Initiation – means a payment order initiated at the request of an End User from their Source Account to your Account;

Payment Initiation Service or PIS – means a service to initiate a payment from a Source Account, as more particularly described in clause 3.

Source Account – a payment account accessible online which an End User holds with an ASPSP;

3. OUR SERVICES

3.1 You can only use PIS if you have an Account. You can continue to use PIS as long as you continue to hold an Account.

3.2 You will be able to use our API to allow an End User to initiate a payment from a Source Account to your Account.

3.3 We will provide you with a redirection URL to provide to the End User to redirect them to their ASPSP, where they can log in using their ASPSP credentials and consent to the Payment Initiation from their Source Account.

3.4 We are not responsible for the services or provided by the ASPSP. The services provided in relation to the Source Account are subject to a separate agreement between the End User and the ASPSP.

4. USING THE SERVICES

4.1 You will only allow End Users to request Payment Initiations in accordance with these PIS Terms and Conditions and the End User Terms and Conditions (contained at Annex 1 to this Schedule 3).

4.2 You will ensure that End Users have read and accepted the End User Terms and Conditions prior to the End User using PIS.

4.3 You will keep a record of each End User's confirmation given in accordance with clause 4.2 above and shall promptly make such records available to Modulr on request.

4.4 You acknowledge that an End User may revoke their consent to process Payment Initiations at any time, and Modulr shall not be liable to you for failing to provide the Information requested by you.

4.5 We will not be able to revoke a transfer from a Source Account once it has been confirmed by an End User.

4.6 Once an End User requests us to initiate a payment from a Source Account, Modulr will make the following information available to you and you must provide it immediately to the End User:

4.6.1 a confirmation that the payment has been successfully initiated with the End User's ASPSP;

4.6.2 a reference to identify the payment transaction and any information transferred with the payment order; and

4.6.3 the amount of payment.

4.7 Where applicable, you will comply with Modulr's PIS Customer Requirement Guidelines as provided to you by Partner Platform and as may be amended from time to time.

5. SECURITY

5.1 You must not allow another person to use security information necessary to use PIS;

5.2 We can restrict or suspend your ability to use PIS, including refusing to initiate the payment from a Source Account, if we are concerned about the security of your access to the Online Portal or the API, using PIS is causing or could cause a breach of these Terms and Conditions or if we have reasonable grounds for suspecting that you or a third party has committed or is about to commit a crime or other abuse in connection with your use of our API or Online Portal.

5.3 If we restrict or suspend your use of PIS or refuse to initiate the payment from a Source Account, we will, without undue delay and provided we are legally permitted to do so, notify you. If possible, we will provide the reasons for this and where it is possible will provide reasons for the restriction or suspension and where those reasons relate to factual matters, the procedure of rectifying any factual errors that led to the restriction or suspension. Where we need to contact you, we will use the contact details associated with your Account, such as email, or telephone. You should inform us without delay if your contact details change.

6. DISPUTES AND INCORRECT TRANSACTIONS

6.1 If you or the End User have a reason to believe that a payment from a Source Account initiated by us was unauthorised or was made incorrectly, the End User should contact their ASPSP to resolve their query and we will cooperate with the ASPSP's investigation in to such payment. Where we believe that the incorrect payment was due to our error in respect of the part of the Payment Initiation we were responsible for, we will refund the incorrectly initiated payment back to the original Source Account.

6.2. You will be liable for all payments initiated through our API or Online Portal if you have acted fraudulently or with gross negligence (for example failed to keep your security information such as but not limited to the Online Portal log in details and API security details or Source Account credentials safe).

7. YOUR LIABILITY

7.1 You are responsible for understanding and complying with these PIS Terms and Conditions.

7.2 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 (including any loss arising from action taken by a Regulator) taken to enforce these PIS Terms and Conditions and/or any breach of these PIS Terms and Conditions by you, including in respect of any non-compliance with clauses 4.2 and 4.3 of these PIS Terms and Conditions.

8. OUR LIABILITY

8.1 In addition to our liability set out in the Modulr Account Terms and Conditions (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise), where a Payment Initiation is incorrectly made from a Source Account due to our default, our liability shall be limited

to refund to the End User of an equivalent amount to that which was incorrectly deducted from their Source Account.

9. TERMINATION

9.1 These PIS Terms and Conditions will apply each time you use PIS in relation to your Account.

9.2 We can terminate your access to PIS at any time if we give you two months' notice.

9.3. We can terminate your access to PIS at any time with immediate effect (and until your default has been remedied or these Terms and Conditions terminated) without any prior notice to you if:

9.3.1 we discover any of the Information that we hold for you is incorrect; or

9.3.2 if we have reason to believe that you or a third party has committed or is about to commit a crime or other abuse (including fraud) in connection with your use of PIS; or

9.3.3 you have breached these Terms and Conditions.

ANNEX 1 TO SCHEDULE 3 – End User PIS Terms and Conditions

Important information you need to know

These End User PIS Terms and Conditions (“**Terms and Conditions**”) form the agreement between Modulr and you and sets out the terms that apply to your use of PIS as defined below.

Please read these Terms and Conditions carefully before you agree to use PIS provided by us.

By using PIS, you accept the terms of these Terms and Conditions. If there is anything you do not understand, please contact Customer Services using the contact details set out below. You can also request a copy of these Terms and Conditions at any time by contacting Customer Services.

1. DEFINITIONS

Account Servicing Payment Service Provider or ASPSP – the third party payment service provider, such as a bank, with whom you hold an online payment account (Source Account) which we will access when you use our Service.

Customer Services - the contact centre for dealing with queries about our Services, who can be contacted at support@modulrfinance.com or 0303 313 0060.

Data Protection Laws – the following, to the extent they are applicable to a party: 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.

Information – means any personal information related to you

Merchant - the entity legally responsible for the Modulr Account, from whom you are purchasing goods or services.

Modulr – Modulr Finance Ltd, a company registered in England and Wales with number 09897957 and whose registered office is at 1 Hammersmith Broadway, London, W6 9DL. Modulr Finance Ltd (FRN: 900699) is a registered agent of Modulr FS Ltd.

Modulr Account - the electronic account provided by us to the Merchant.

Payment Initiation Service or PIS – means a service to initiate a payment at your request from a Source Account held by you, as more particularly described in clause 3.1.

Source Account – a payment account accessible online which you hold with an ASPSP;

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 1 Hammersmith Broadway, London, W6 9DL 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.

you, your - the payee who wishes to use PIS to send funds to a Merchant’s Modulr Account.

2. SCOPE OF THESE TERMS AND CONDITIONS

2.1 These Terms and Conditions apply to your use of PIS. We are authorised by the Financial Conduct Authority (FRN 900573) for the issuance of electronic money and providing payment services, including payment initiation services. Your rights and obligations relating to the use of PIS are subject to these Terms and Conditions between you and us.

2.2 These Terms and Conditions are written and available only in English and we undertake to communicate with you in English regarding any aspect of your use of PIS.

3. OUR SERVICES

3.1 You will be able to initiate a payment from your Source Account to the Merchant’s Modulr Account. You will need to select the linked Source Account and the amount when you ask us to initiate the payment.

3.2 We may use internet providers, web browsers and other third parties to access your Source Account held with the ASPSP, so that we can transmit the information relating to your Source Account or initiate the payment.

3.3 The services provided to you in relation to your Source Account are subject to a separate agreement between you and the ASPSP. We are not responsible for the services or provided to you by the ASPSP.

4. USING THE SERVICES

4.1 Each time you use our PIS, you are giving us your explicit consent to initiate the payment from your Source Account to the Modulr Account for the amount you select at the time of your request.

4.2 You will need to provide the same identifying information that you use when logging into to access your Source Account online with your ASPSP, such as your user name, password and/or other security information (such as answers to challenge questions or one-time-passcodes) (“**Security Credentials**”). You will need to provide your Security Credentials to:

4.2.1 link the Source Account; and

4.2.2 authorise a payment from your Source Account you have asked us to initiate.

4.3 We will not be able to revoke a transfer from your Source Account once you have confirmed it.

4.4 Once you request us to initiate a payment from your Source Account, the Merchant will provide:

- 4.4.1 a confirmation that the payment has been successfully initiated with your ASPSP;
- 4.4.2 a reference to identify the payment transaction and any information transferred with the payment order; and
- 4.4.3 the amount of payment.

5. FEES

We will not charge you any fees for using PIS.

6. SECURITY

6.1 You must not:

- 6.1.1 allow another person to use security information necessary to use PIS;
- 6.1.2 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
- 6.1.3 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.

6.2 We can restrict or suspend your ability to use PIS, including refusing to initiate the payment from your Source Account, if we are concerned that using PIS is causing or could cause a breach of these Terms and Conditions or if we have reasonable grounds for suspecting that you or a third party has committed or is about to commit a crime or other abuse in connection with your use of our PIS.

6.3 If we refuse to initiate the payment from your Source Account, we will, without undue delay and provided we are legally permitted to do so, notify you, via the Merchant. If possible, we will provide the reasons for this and where it is possible will provide reasons for the restriction or suspension and where those reasons relate to factual matters, the procedure of rectifying any factual errors that led to the restriction or suspension.

7. DISPUTES AND INCORRECT TRANSACTIONS

7.1 If you have a reason to believe that a payment from your Source Account initiated using our PIS was unauthorised or was made incorrectly, you can contact your ASPSP to resolve your query and we will cooperate with the ASPSP's investigation in to such payment. Where we believe that the incorrect payment was due to our error in respect of the part of the initiated payment we were responsible for, we will refund the incorrectly initiated payment back to the original Source Account.

7.2. You will be liable for all payments initiated through our PIS if you have acted fraudulently or with gross negligence (for example failed to keep your security information or Source Account Security Credentials safe).

7.3 In circumstances where payment is initiated from your Source Account by us is disputed by you or your ASPSP, if we require your support to enable us to establish the cause of the incorrectly initiated payment, you agree to provide us with all assistance that we reasonably require.

8. YOUR LIABILITY

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

8.2 It is your responsibility to keep the Merchant 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 our PIS or to let you know about changes to these Terms and Conditions.

8.3 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 these Terms and Conditions and/or any breach of these Terms and Conditions by you.

9. OUR LIABILITY

9.1 Our liability in connection with 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:

9.1.1 we shall not be liable for any default resulting directly or indirectly from any cause beyond our control;

9.1.2 we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;

9.1.3 where payment is incorrectly initiated from your Source Account due to our default, our liability shall be limited to refund to you of an equivalent amount to that which was incorrectly deducted from your Source Account.

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

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

9.4 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.

10. VARIATION

10.1 Each time you use our PIS you will be bound by the Terms of Service in force at that time.

10.2 From time to time, we may update these Terms and Conditions. If we do this then we will provide an updated copy to Merchants and you will be bound by those new terms the next time you use our PIS. If you do not agree to those changes you should not use our PIS.

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.

11. TERMINATION OR SUSPENSION

11.1 These Terms and Conditions will apply each time you use our PIS.

11.2 We may at any time terminate or withhold your access to all or any part of our PIS at any time, effective immediately:

11.2.1 if you have breached any provision of these Terms and Conditions (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of these Terms and Conditions); or

11.2.2 if we, in our sole discretion, believe we are required to do so by law (for example, where the provision of the PIS to you is, or becomes, unlawful).

12. YOUR INFORMATION

12.1 You may provide us with your Information from time to time in connection with your use of PIS. Some Information, especially the Account Information, will be necessary for us to provide you with the PIS under these Terms and Conditions.

12.2 We and our affiliates are committed to maintaining your Information in accordance with the requirements of the Data Protection Laws. You acknowledge and agree that any Information provided by you or a third party on your behalf to us shall be used, kept and may be disclosed to third parties in accordance with our Privacy Policy which is available on our website. We will take all reasonable steps to ensure that your Information is kept secure against unauthorised access, loss, disclosure or destruction. Except as required by law, or in accordance with these Terms and Conditions, your Information will not be passed to anyone without your permission.

12.3 You explicitly consent to us accessing, processing and retaining any Information you provide to us for the purposes of providing payment services to you. This does not affect any rights and obligations you or we have under Data Protection Laws. You agree that we can use your Information in connection with the PIS, to enable us to review, develop and improve our products and services. This may involve providing your Information to our partners, affiliates, agents, distributors and suppliers to process transactions and for their statistical research and analytical purposes. We may also disclose your Information as required by law, regulation or any competent authority or agency to investigate possible fraudulent, unlawful or unauthorised activity. You may withdraw your consent at any time. If you do this, we will stop providing our PIS to you and stop using your Information to provide payment services to you. We may continue to process your Information for other purposes, for example where we are required by law to do so.

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

13. COMPLAINTS PROCEDURE

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

13.2 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.

13.3 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 days of the date we received your complaint.

13.4 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.

14. GENERAL

14.1 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.

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

14.3 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. 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.

14.4 Save for Modulr, who act 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.

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

Part B to the Modulr Introduced Client Agreement: - 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 constitute the entire agreement between Modulr and you.

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 provided by the Partner Platform.

1. 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 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, 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 Modulr 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 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 of the Partner Platform Agreement.

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.

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.

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

Intellectual Property Rights – all patents, 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 – 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 1 Hammersmith Broadway, London, W6 9DL. 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 Terms of Business.

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 and 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 – Single Euro Payments Area scheme, which allows payments to be made in euros within the EEA.

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 1 Hammersmith Broadway, London, W6 9DL 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 by us to you which uses the Card Scheme payments network and 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.

2. ACCOUNT & CARD LIMITS

2.1 Limits may apply to the maximum balance on your Account at any time, the maximum value of an individual payment Transaction, maximum Card 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 Transactions 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 which exceeds such limits.

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 5.12 to 5.14 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 5.12 to 5.14 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.

3. SCOPE OF THESE TERMS AND CONDITIONS

3.1 Your Account is an e-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 Terms of Business 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.

4. 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.

5. 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 Modulr 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 Limit; or

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

5.8 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>.

5.9 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:

5.9.1 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.

5.9.2 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.

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

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

5.9.5 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.

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

5.10 A Transaction is deemed to be authorised by you:

5.10.1 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;

5.10.2 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;

5.10.3 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;

5.10.4 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 5.10 below.

5.11 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.

5.12 Cancelling a Direct Debit Mandate or recurring Card Transactions 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.

5.13 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 5.13 and 5.14 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.

5.14 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.

5.15 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.

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

5.17 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.

5.18 You will be provided with a monthly statement by the Partner Platform or us (using the details we have associated with your Account).

6. 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.

7. 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 (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.

8. 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 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 break an important part of these Terms and Conditions, or repeatedly break 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 and/or Cards,

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 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.

8.6 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.

8.7 You will be liable for all unauthorised Transactions that arise from the use of lost or stolen Physical Card, 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 and/or Card safe.

8.7 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.

8.8 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.

8.9 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.

9. 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.

10. 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.

11. 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 at any time 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 materially incorrect; or

11.2.2 if we have reason to believe that you, the Account Manager, the Cardholder or a third party has committed or is about to commit a crime or other abuse (including fraud) in connection with your Account; or

11.2.3 if you have reached your Account Limit; or

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

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 the we are permitted by law).

12. OUR LIABILITY

12.1 Our liability 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 we shall not 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 we shall not 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 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 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 with all assistance that we reasonably require.

12.3 Nothing in these Terms and Conditions shall exclude or limit our liability 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.

13. 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.

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

13.3 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.

13.4 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.

14. 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.

15. 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. No other compensation schemes exist to cover losses claimed in connection with your Account. As a responsible e-money issuer, we will ensure that once we have received your funds they are deposited in a secure account, specifically for the purpose of redeeming Transactions made from your Account. In the event that we or Modulr become insolvent funds that you have loaded which have arrived with and been deposited by us are protected against the claims made by our creditors.

16. CONTACTING CUSTOMER SERVICES

16.1 Customer Services are provided by the Partner Platform. The details are available on request from Partner Platform.