

These terms cover your use of the account access service provided by Moneyhub and any of its registered agents whose details have been provided to you. We've given a quick summary of each section to help you understand it.

Terms of Use

1. Introduction

This section explains who Moneyhub is, the services we offer and our Privacy Policy. You should read the terms and the Privacy Policy before agreeing to them. Email us at support@moneyhub.com if you have any questions.

- 1.1. These terms and conditions (“**Agreement**”) govern the supply of the service owned and operated by Moneyhub Financial Technology Ltd and any of its registered agents whose details have been provided to you in connection with this Agreement under Clause 2 below (referred to as “**we**”, “**our**”, “**us**”, “**Moneyhub**” whose details appear in Clause 2 below), which enables user (“**you**”, “**your**”) to access, consolidate, display and share certain financial information and initiate certain types of payments in or from the United Kingdom (“**UK**”) using certain software applications hosted or made available by us and other related content and materials (“**the Service**”).
- 1.2. The Service may be accessed via the mobile application or website of a participating organisations who operate within the Moneyhub ecosystem (“**Third Party Members**”). In order to receive the Service via a Third Party Member, you may be required by the relevant Third Party Member to agree additional terms and conditions which are specific to that Third Party Member.
- 1.3. The Service includes services that enable you to access and share information from your payment accounts (“**Account Information Service**”) and to initiate payment transactions (“**Payment Initiation Service**”), which are regulated under the Payment Services Regulations 2017 (together referred to in this Agreement as “**Payment Services**”).
- 1.4. This Agreement, which includes the **Privacy Policy** and any other policies referred to in it.
- 1.5. You should read this Agreement and the Privacy Policy before agreeing to it, and download a copy for your records.
- 1.6. This Agreement is concluded in the English language and all communications (including any notices or the information being transmitted) shall be in English. In the event that the Agreement is translated into any other language (whether for your convenience or otherwise), the English language text of the Agreement shall prevail.
- 1.7. Any questions regarding the service provided through this Agreement should be directed to us at support@moneyhub.com unless otherwise advised by us.

2. Information about us

This section has our office and registration details.

- 2.1. Moneyhub Financial Technology Ltd is a limited company registered in England and Wales (company reg. no. 06909772) and have our registered office and principal trading address is at Regus House, 1 Friary, Temple Quay, Bristol, BS1 6EA. Our VAT number is GB343601232. We are registered with the Information Commissioner (No. Z2507137); and authorised and regulated as a Payment institution by the Financial Conduct Authority in the United Kingdom with reference number: 809360.
- 2.2. The details of any registered agent of Moneyhub involved in providing the Service to you are provided to you by the registered agent in that agent's service terms that link to this Agreement.

3. Access to the Service

This section says who is allowed to use our service, how to access it, when the service and our staff are available and which laws apply. It also explains what to do if you think someone else is using the service without your approval. It's up to you to download and keep records of what you do on the service.

- 3.1. To be eligible to use the Service, you must be:
 - (a) an individual or sole trader over the age of 18 who is resident in the UK; or
 - (b) a company incorporated in the UK; or
 - (c) a partnership established in the UK comprising individuals who are over the age of 18 and resident in the UK and/or companies incorporated in the UK.
- 3.2. We agree to provide the Service with reasonable skill and care and in accordance with all applicable laws, regulations and the Financial Conduct Authority ("FCA") rules ("**Applicable Law**").
- 3.3. We may rely on certain service providers to help us to deliver the Service to you, for example third party technology companies who may provide elements of the Service's functionality, ("**Third Party Service Providers**").
- 3.4. We shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for routine and emergency maintenance. However, access to the Service is not guaranteed. Subject to the provisions of this Agreement to the extent that they relate to the Payment Services as required by Applicable Law:
 - (a) from time to time we may withdraw or amend any of the content and Service provided without notice;
 - (b) we will not be liable if the Service or any content is unavailable at any time for any reason;
 - (c) From time to time, we may restrict access to some parts of the Service, or the entire Service.
- 3.5. You are responsible for making all arrangements necessary for you to have access to the Service (for example ensuring you have an available internet or mobile network connection).

- 3.6. Subject to the provisions of Clause 13, unless and until you notify Customer Service that you believe that someone else can use the Service by impersonating you:
 - (a) you will be responsible for any instruction which we receive and act on, even if it was not given by you; and
 - (b) we will not be responsible for any unauthorised access to confidential information about you in the Service.
- 3.7. If we believe you have acted fraudulently, or if we believe you have intentionally or with gross negligence failed to keep your means of interacting with us or the Service secure and confidential at all times, we will hold you liable for all transactions and any associated fees.
- 3.8. We will do all that we reasonably can to prevent unauthorised access to the Service. As long as you have not breached the other terms contained in this Clause 3, we will accept liability for any loss or damage to you resulting directly from any unauthorised access to the Service (see Clause 13 of this Agreement for limits on our liability).
- 3.9. Except as required by Applicable Law, we shall not be responsible, and you will be solely responsible, for (a) compiling and retaining permanent records of all your use of the Service, and (b) reconciling all transaction activity between your own system or device and the Service.
- 3.10. We shall have no obligation to you to store, retain, report, or otherwise provide any copies of, or access to, any records, documentation or other information in connection with the Service.
- 3.11. Our Customer Service staff would only be available between 09:00 and 17:00GMT on each day that banks are open for business in the UK ("**Business Day**"), except for planned maintenance and unscheduled maintenance, provided that we have used reasonable endeavours to notify you that this will occur or has occurred.

4. Payment Initiation Services (if available and selected)

This section applies if you are using the service to request payments to be made from your account with a bank or other payment provider. It explains how to request your payment provider to make a payment, any limits that apply - and what we or your provider will do if we think a payment request might be dodgy.

- 4.1. If and when you use our Payment Initiation Service, we enable you to initiate each payment order by passing you directly to the systems of your payment account service provider ("**PSP**") to follow your PSP's instructions. You will be asked to enter a username, password and/or any other piece of information we deem necessary as part of our security procedures for your use in accessing information or initiating payment order from your payment account with that PSP ("**Access Codes**"). You agree to provide us or your PSP (as the case may be) with the necessary payment order information, including support documents requested, such as invoice(s) and/or related contract with the person or entity you intend to pay ("**Payee**").
- 4.2. A payment order is provided to and received by your PSP in accordance with its agreement with you, including any specified cut-off times. Once your payment order has been received, you may not revoke it or otherwise withdraw your consent to the execution of the relevant payment transaction.
- 4.3. We and/or your PSP may from time to time notify you of certain limits in the way the Service or any part of it can be used ("**Customer Limit**"). You shall not use the Service

in breach of any Customer Limit without our prior written approval (to be given in our sole and absolute discretion). For the purposes of this Clause 4.3 we may give such written approval via an electronic authorisation that you may not be able to store. Such Customer Limit(s) shall continue to apply unless and to the extent that we otherwise notify you in writing. We have the right to ask you for additional confirmation from the moment any Customer Limit is breached but shall not be obliged to do so.

- 4.4. We will be entitled to assume that a payment order and the payment transaction related to that payment order (“**Payment Transaction**”) has been authorised by you where a payment order is initiated in the manner specified under Clause 4.1.
- 4.5. We or your PSP may suspend the processing of any payment order where we or your PSP reasonably believe that the payment order or Payment Transaction may be fraudulent or involves any criminal activity, until the satisfactory completion of any investigation.

5. All Services (including Account Information Services)

This section covers all our services. It explains what we’ll do if we or a payment provider suspect any strange activity, and that we record calls and other messages.

- 5.1. We may restrict or suspend your use of the Service without notice if: we or your PSP identify or suspect that suspicious, fraudulent or illegal activities are being carried out in relation to your use of the Service; if we or your PSP believe you have not complied with this Agreement; or in the event of exceptional circumstances which prohibit the normal operation of the Service.
- 5.2. Unless it would be unlawful for us to do so or it is impracticable, where we stop or suspend the use of the Service in accordance Clause 5.1, we will notify you of this and our reasons for doing so, by sending an email to the email address you have provided to us. Where it is not possible to notify you before we stop or suspend the Service, we will notify you as soon as possible afterwards. We will reinstate your access to the Service or initiate any suspended payment order as soon as practicable after the reasons pursuant to Clause 5.2 no longer apply or exist.
- 5.3. We may record the telephone calls with you, as well as any use or attempted use of the Service and any digital communications with you and, if necessary, to use the recordings as evidence of such calls, sessions or communications.

6. Unauthorised or Defective Payment Transactions (for Payment Initiation Service, if available and selected)

This section applies if you use the service to request payments to be made from your bank or payment provider. It explains what to do if you see a payment that’s wrong or you don’t remember requesting, and how we work out whose problem that is.

- 6.1. If you believe you did not authorise a particular Payment Transaction or that it was incorrectly initiated, you must contact the PSP who operates the payment account from which payment was taken without undue delay, as soon as you notice the problem. If you contact our Customer Services team, we will refer you to your PSP. Depending on the circumstances, our Customer Services team may require you to provide certain additional information.

- 6.2. In order to reclaim an unauthorised or incorrectly executed Payment Transaction, you must notify your PSP without undue delay after becoming aware of the unauthorised or incorrect transaction and in any event no later than thirteen (13) months after the debit date of the Payment Transaction. It is your PSP's responsibility to provide a refund, if appropriate, and subject to its agreement with you. If your PSP believes we should be liable, the PSP can then seek compensation from us.
- 6.3. Neither we nor your PSP will be liable to refund any unauthorised or incorrectly executed Payment Transaction immediately where we have reason to believe that the incident may have been caused:
 - (a) by a breach of contract;
 - (b) through gross negligence; or
 - (c) where we have reasonable grounds to suspect fraud.

We shall not be held liable for a Payment Transaction that has been incorrectly executed if you have failed to notify us of a problem in accordance with the provisions of Clauses 6.1 and 6.2.

- 6.4. In certain circumstances, we or your PSP may refuse to initiate a payment order that you have authorised (for example where there is a breach of this Agreement or there is concern regarding fraud or security). Unless it would be unlawful for us to do so, where we refuse to initiate a payment order for you, we will notify you as soon as reasonably practicable that it has been refused and the reasons why it has been refused, together where relevant, with the procedure for correcting any factual errors that led to the refusal. We may charge you for each such notification depending on the circumstances in each case.
- 6.5. Any dispute arising under this Clause 6 will be dealt with as a complaint under Clause 11.

7. Information, not advice

This section explains that information on the service is just information, not any kind of advice or personal recommendation. If you are using the service to get information to, say, your accountant or financial advisor their services are separate from ours and we aren't responsible for how they use the information or advice they give you.

- 7.1. Contributions, articles, commentary, charts, data visualisations, text, graphics, still and moving images and other information posted within or available through our Service (“**Content**”) is provided for general information only. Content is not, and should not be construed as, financial or other professional advice. You should not rely on the Content within our Service as the basis for making a financial decision. If in doubt, you should seek professional advice. Subject to the provisions of Clause 16, we therefore disclaim all liability and responsibility arising from any reliance placed on Content by you or any user of our Service, or by anyone who may be informed of any of the Content.
- 7.2. If a third party is using the Service to perform functions or provide you with advice (for example, your Financial Adviser (FA) is providing you with financial advice), then that advice is a separate service provided by the FA and is not a part of the Service. Moneyhub has no responsibility for and is not liable for any advice or service provided by your FA or other third party.

8. Licence and Intellectual Property Rights

This section explains who owns the rights to the information in the service, what permission we give to each other to use that information and any restrictions or limits on that use.

- 8.1. We are the owner or the licensee of all Intellectual Property Rights in the Service, and the Content that we provide you via the Service (“**Moneyhub Content**”). Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 8.2. We grant to you during the Term a non-exclusive, non-transferable, revocable, licence in the UK to you may print off, and may download extracts, of any the Moneyhub Content for your own personal or internal business purposes subject to the provisions of this Agreement (and not for use by or for the benefit of any person other than your employee(s)) and not for commercial use or exploitation. You must not modify the paper or digital copies of any Content you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of the Moneyhub Content must always be acknowledged. Nothing in this Clause 13 shall affect your rights under Applicable Law.
- 8.3. When you post or upload Content to the Service (“**User Content**”), you authorize and direct us to make such copies of it as we consider necessary in order to facilitate the publication, display and storage of the User Content in relation to the Service. By posting User Content to any part of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to us an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with the Service or the promotion of it, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. You may remove your User Content from the Service at any time, subject to the provisions of Clauses 3.16 and 3.17. If you choose to remove your User Content, the license granted above will automatically expire, however you acknowledge that we may retain archived copies of your User Content.
- 8.4. You agree and undertake not to use the Service to:
 - (a) create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Service except where expressly permitted under Clause 13.2 of this Agreement);
 - (b) use automated scripts to collect Content from or otherwise interact with the Service or the Site;
 - (c) transmit, re-circulate, extract, use, reutilise, exploit, distribute, redistribute, disseminate, re-disseminate, copy or store any Content except where expressly permitted by us on the Service or otherwise in writing);
 - (d) attempt to promote or market any goods or services for your own financial benefit.

- (e) in any way commercially exploit any of the Content without our prior written consent (which may be withheld for any reason);
 - (f) make any of the Content accessible (including the provision of access through a database or other application populated with the Content for re-selling, sub-licensing, transferring or disclosing the Content) by any means, including any electronic means; or
 - (g) combine any Content with other information or adapt the Content wholly or in part.
- 8.5. By using the Service, you agree to grant us and our Third Party Service Providers, a non-exclusive, royalty free and worldwide licence to use the information, materials, data and other content that you provide via the Service (“**Content**”). We and the Third Party Service Providers may use, modify, display, distribute and create derivative materials using the Content for the purpose of providing the Service to you.
- 8.6. You are solely responsible for your User Content. You must not post, transmit, or share User Content on the Service that you did not create or that you do not have permission to display, publish or post. You understand and agree that we may, but are not obliged to, review the Service or the Site and may delete or remove (without notice) any User Content in our sole and absolute discretion, for any reason or no reason, including without limitation User Content that in our own absolute discretion violates any provision(s) of this Agreement. You are solely responsible at your own cost and expense for creating backup copies and replacing any User Content.
- 8.7. You are solely responsible for your interactions with other users. We reserve the right, but have no obligation, to monitor disputes between you and other users.
- 8.8. Subject to the provisions of this Agreement, we are not responsible for third party Content downloaded or any Content posted by users in relation to the Service or on the Site.

9. Links by you from our Service

This section explains that links from the service to other websites, apps and so on are provided for convenience or information and are not our responsibility. If you follow those links, you need to check who is responsible and any terms that apply.

- 9.1. Where the Service contains links to other sites and resources provided by anyone other than Moneyhub, these links are provided for your convenience or information only. We do not recommend and have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

10. Information about you and your use of the Service

This section explains our privacy policy, which covers your personal data. Important for you to read that.

Our Privacy Policy (which is incorporated by reference into this Agreement under Clause 1.3) provides you with the information required by the Data Protection Act 2018 and related Acts and regulations governing the use and processing of personal data by persons

established in the UK (“**Data Protection Laws**”), including details of the personal data that we collect, as well as the purposes and legal bases for processing such personal data.

11. Connected Accounts

This section explains how you allow the service to connect to your accounts with other service providers, and that the information on those accounts is not our responsibility.

- 11.1. In some areas of the Service, you have the ability to connect to your bank accounts and other accounts you hold with third party institutions (“**Third Party Accounts**”). This enables us to access and retrieve data from your Third Party Accounts to populate areas of the Service.
- 11.2. By using the Service to connect to Third Party Accounts, you authorise us and Third Party Service Providers (on an ongoing basis unless and until you deactivate the connection) to access the relevant third party source, on your behalf and as your agent, to retrieve information requested by you or otherwise available from the Third Party Account. You agree that the bank, PSP or other institution providing the Third Party Account(s) shall be entitled to rely on the foregoing authorisation and that the Service may not be endorsed or sponsored by any Third Party Account providers.
- 11.3. Moneyhub cannot be responsible for the accuracy of data it receives from the Third Party Accounts or Third Party Members and you must ensure that it is (and continues to be) accurate. If at any time you choose not to link to a Third Party Account or Third Party Members you will stop receiving information from that Third Party Account or Third Party Member (for example up-to-date valuations) which may affect elements of the Service (for example, financial projections). Moneyhub cannot be responsible for any inaccuracies caused by you no longer having access to data or by data not being up-to-date.

12. Disclaimer of Warranties

This section explains that we can't stand behind the information on the service, because the information doesn't come from us. We also can't promise there won't be any problems with the service, because it's connected to other service providers whose systems we can't control.

- 12.1. You acknowledge and agree that your use of the Service and all the Content included in or accessible from the Service is provided on an “as is” and “as available” basis. To the fullest extent permissible by law, we and Third Party Service Providers disclaim all statutory or implied warranties, representations and conditions including but not limited those as to quality, merchantability, fitness for purpose and non-infringement.
- 12.2. We do not guarantee, warrant or represent that:
 - (a) the Content is complete, accurate, up-to-date or error-free;
 - (b) the Service is virus-free or that its operation will be continuous, uninterrupted or error-free.
- 12.3. You acknowledges and agree that the Content:

- (a) cannot be relied upon by you or any third party as a guarantee of any particular result;
- (b) does not constitute any form of advice, recommendation or endorsement by us;
- (c) is not intended by us to be relied upon by anyone as the basis for making (or refraining from making) any specific decision; and
- (d) is used at your own discretion.

13. Limitation of Liability

This section explains who pays or doesn't pay if various things go wrong, and the limits that apply in those cases.

- 13.1. This clause sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and subcontractors) to you under or in connection with this Agreement; any use made by you of the Service or any part of them; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 13.2. Nothing in this Agreement limits or excludes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or any other liability we cannot legally limit.
- 13.3. Subject to Clauses 13.4 to 13.6, each party shall only be liable for its own breach of contract, negligence or willful misconduct.
- 13.4. Subject to the provisions of Clause 13.5 and 13.6, in case of an unauthorised Payment Transaction or a Payment Transaction that was incorrectly executed due to an error by us, you must notify your PSP under Clause 6.1 and 6.2 and your PSP may then seek compensation from us.
- 13.5. We shall not be liable under Clause 13.4 shall not apply:
 - (a) where the unauthorised Payment Transaction arises from:
 - (i) your failure to keep your Access Codes safe, secure and confidential; or
 - (ii) any breach of this Agreement you, or your negligence or wilful misconduct;
 - (b) if you fail to notify us without undue delay of any event that could reasonably be expected to have compromised the security of the Service after you have gained knowledge of such event; or
 - (c) you fail to dispute and bring the unauthorised or incorrectly executed Payment Transaction to your PSP's attention within the relevant time specified in Clause 6.2.
- 13.6. You may be liable for losses relating to any unauthorized Payment Transactions up to a maximum of £35 resulting from the use of loss, theft or misappropriation of your Access Codes, unless the loss theft or misappropriation was not detectable to you prior to initiating a payment order (except where you acted fraudulently) or was caused by acts or lack of action of our employee, agent, branch or service provider.

- 13.7. You acknowledge and accept that:
- (a) the Service is subject to any constraints or limitations stipulated by any regulatory authority or applicable law and our continued authorisation by the competent regulatory authorities; and
 - (d) our ability to provide the Service depends on the continued provision of essential components provided by Third Party Service Providers including but not limited to providers of processing and other services, over which we have no control.
- 13.8. By facilitating the initiation of payment orders we shall not be deemed to have assumed any liability that you may have incurred in relation to the relevant Payment Transaction or the purpose for which it is made. We shall not be responsible for the safety, legality, quality or any other aspect of any transactions or goods and services for which you might be using the Service to disburse the proceeds of or otherwise pay or receive funds for.
- 13.9. Notwithstanding anything else contained in this Agreement (except Clause 13.2), neither party shall be liable to the other for any loss of profits, opportunity, business, reputation, data, goodwill or contracts or for any indirect or consequential loss or damage whether arising from negligence, breach of contract or any other cause of action arising out of the subject matter of this Agreement.
- 13.10. Save as provided for in Clause 13.2, our total liability in any period of 12 months for any damages and/or loss suffered by you under this Agreement shall not exceed a sum equal to the amounts paid in Fees by you in the 12 months (or any shorter time period if 12 months has not elapsed) preceding the date on which the cause of action arose.
- 13.11. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement. In particular, and except as expressly stated in this Agreement, we do not:
- (a) make any representations or warranties, express or implied, with respect to merchantability, fitness for a particular purpose or non-infringement;
 - (b) warrant, represent, undertake or guarantee that you will achieve any level of sales, revenue or profit;
 - (c) warrant, represent, undertake or guarantee that the Service will always be available or operate error-free, or that any errors, omissions or misplacements in any software will be corrected.
- 13.12. Neither party shall be liable for any failure or delay in performance of its obligations under this Agreement for causes beyond its reasonable control. The party wishing to claim relief by reason of any such circumstance shall notify the other party in writing without delay on the intervention and on the cessation thereof.
- 13.13. You are solely and exclusively responsible for any results obtained from your use of the Service, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any Content, or instructions or scripts provided to us by you or by any third party in connection with the Service.

14. Indemnification

This section says you are liable if others make claims against us because you have done something you shouldn't. The reason it does not require us to do the same thing is because clause 13 explains what we'll do to put things right in the various situations that might come up.

You agree to indemnify us against any and all claims, losses, liabilities, damages, expenses and costs (including legal fees and expenses) arising out of or in connection with your use of the Service or conduct in relation to it in breach of this Agreement, your User Content or infringement of third party rights, except to the extent that we have breached this Agreement or been negligent.

15. Term and Termination

This section explains who can put an end to the terms, when and for what reasons; as well as what happens when the agreement ends and which terms continue to apply in case problems arise later on.

- 15.1. You may terminate the Agreement by notifying us not later than 1 (one) month in advance.
- 15.2. We may terminate the Agreement by notifying you not later than 2 (two) months in advance.
- 15.3. Either you or us may terminate this Agreement immediately if the other party:
 - (a) becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), admits its inability to pay its debts or otherwise becomes insolvent;
 - (b) has any distraint, execution, attachment, sequestration or similar action taken, levied or enforced against itself or any of its substantial assets, or if any garnishee order is issued or served on the party;
 - (c) becomes the subject of any petition presented, order made or resolution passed for the liquidation, administration, bankruptcy or dissolution of all or a substantial part of the party's business, except where solvent amalgamation or reconstruction is proposed on terms previously approved by the non-terminating party;
 - (d) loses full and unrestricted control over all or part of its assets because of the appointment of an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer; or
 - (e) enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors).
- 15.4. We may terminate this Agreement immediately on written notice to you if:
 - (a) we suspect the you or a person related to you of money laundering or terrorist financing;
 - (b) you have breached any of the provisions of Clause 3.11 (concerning the accuracy of data you provide to us); or
 - (c) termination of the Agreement is demanded by a regulatory authority (e.g. the Financial Conduct Authority) or another governmental authority;

- 15.5. Termination of this Agreement shall not prejudice either of our or your rights and remedies which have accrued as at termination.
- 15.6. Upon termination of the Agreement, you shall immediately pay to us all amounts owed by you under the Agreement and we shall immediately pay you all amounts owed to you under the Agreement. We shall be entitled to set-off amounts owed by us to you against amounts owed by you to us.
- 15.7. Clauses 1, 2, 3.10, 5.3, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15.5, 15.6, 17, 18, 19 and 20 shall survive this Agreement.

16. Variations to this Agreement

This section explains how and why we can make changes to the terms.

- 16.1. Subject to Clauses 16.2 and 16.3, we may periodically make changes to this Agreement and shall notify you by posting a revised version of the Agreement on the Site and emailing you at your email address registered with us. The revised terms including the changes will take effect two (2) months following such notice. You will be deemed to have accepted the changes if you do not notify us before the proposed date that the changes take effect that the changes are not accepted. If you reject the changes, you can immediately terminate this Agreement in accordance with Clause 15.1 free of charge and with effect at any time until the date when the changes would have applied (subject to Clause 15.6).
- 16.2. We will only make changes:
 - (a) where we consider that a change will make these this Agreement clearer and no less favourable to you; or
 - (b) to reflect new, or changes to existing, systems, technology, products, services or business processes; or
 - (c) to help meet the cost of changes in our funding or working capital requirements; or
 - (d) to implement changes required by applicable law, industry codes of practice or decisions of any court, arbitrator or the Financial Ombudsman Service.
- 16.3. You agree that, where applicable, changes in exchange rates may be applied immediately and without notice, provided that the change in the rates are based on the Reference Exchange Rate, except that changes in rates which are more favourable to you, may be applied without notice. Changes in exchange rate used by us in Payment Transactions shall be implemented and calculated in a neutral manner that does not discriminate against you.

17. Notices

This section explains how and where you can write to us; and where we can write to you – including where the terms require “notice” or communication in writing.

- 17.1. Notices served under this Agreement shall be in writing and may be sent by email, facsimile or by post. The preferred method of communication is email.
- 17.2. Notices shall be sent to:
- (a) In the case of Moneyhub, in writing to:

Moneyhub Financial Technology Ltd
Regus House,
1 Friary,
Temple Quay
Bristol,
BS1 6EA

Email: support@moneyhub.com

- (b) in your case, in writing to the address or email address provided to us on registration, as updated by you from time to time.
- 17.3. The parties shall notify each other of any change in their contact details for notices as set out in this clause.
- 17.4. Notices sent by post will be deemed to have been received upon the expiration of two (2) Business Days after posting. Notices sent by facsimile will be deemed received on generation of a successful transmission notice or, if this falls after close of business, on the following working day. Emails will be deemed to have been received one hour after being sent or, if this falls after close of business, at 9.00 a.m. on the following working day provided that an undeliverable message has not been generated by then.

18. Complaints

This section explains how to complain about us or the service. If the complaint is about the access to payment accounts or requesting payments and you are still not satisfied after going through the process, your complaint could go to the “Financial Ombudsman Service”, which is the official complaints handling service for payment issues.

- 18.1. Any complaints about us or the Service must be addressed to us in the first instance by contacting support@moneyhub.com. We will make every possible effort to reply, addressing all points raised, within an adequate timeframe and at the latest within 15 Business Days of receipt of the complaint, in a durable medium. In exceptional situations, if the answer cannot be given within 15 Business Days for reasons beyond our control, we shall send a holding reply, clearly indicating the reasons for a delay and specifying the deadline by which you will receive the final reply, which shall not exceed 35 Business Days. For the purpose of this Clause “durable medium” means a form which enables you to store the information in a way that is accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.
- 18.2. If the complaint relates to the Payment Services, it may ultimately be referred to the Financial Ombudsman Service, details of which can be found at www.financial-ombudsman.org.uk and who can be contacted at The Financial

Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR, United Kingdom.

19. General Terms

This section explains that the terms cover the whole of our relationship with you. Any bits that courts don't like will not affect the rest of the terms. It also says that just because you or we don't take action over something doesn't mean we can't or won't take action the next time. It also explains that we aren't in business together or employing anyone. Finally, it explains who else can rely on the terms, because they are also involved in the supply of some aspect of the services and benefit from the terms.

- 19.1. These Terms comprise the entire agreement between you and us for the provision of the Service and supersede all prior or contemporaneous negotiations, discussions, representations or agreements, whether written or oral. No undertakings, promises, representations, or warranties shall have any legal effect unless expressly set out in this Agreement.
- 19.2. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the other provisions shall remain in force. The invalid or unenforceable provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 19.3. Nothing in this Agreement shall give rise to any joint venture, partnership, or employment relationship between you and us.
- 19.4. Yodlee is a Third Party Services Provider that we may use in relation to data from non-payment accounts, whose principal place of business is 3600 Bridge Parkway, Redwood City, California 94065 (“Yodlee”). Where applicable, Yodlee shall receive the benefit of, and be entitled to enforce, the indemnity in clause 14. Any registered agent of Moneyhub involved in providing the Service to you whose details have been provided to you in accordance with Clause 2 shall also be entitled to rely on the provisions of this Agreement. Otherwise, nothing in this Agreement is intended to confer a benefit on any person who is not a party, and no such person shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement, provided that this Clause does not affect a right or remedy of a third party which exists or is available apart from that Act.
- 19.5. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

20. Jurisdiction and applicable law

This section explains which country's laws apply to the terms and which courts can decide disputes or claims about the terms (complaints about the services can be referred to the ombudsman under clause 18).

- 20.1. The English courts will have exclusive jurisdiction over any claim arising from, or related to, use of our Service although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.
- 20.2. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Last updated: 20th April 2020 (v1)

<Amendment history>