

## **PLATFORM TERMS OF USE**

Please read these Platform Terms of Use carefully before you agree to use our Platform or any related services provided by or through us. If you want to refer to them in future, you can access them on our website at <https://eqwire.com>.

By agreeing to open an Account and/or using our Platform, you accept these Platform Terms of Use. If there is anything you do not understand, please contact Customer Services using the contact details provided to you on our Platform.

### **INTRODUCTION**

This document contains the Terms of Use applicable to our Platform.

The Platform is a service and a digital interface that enables you to open the Electronic Money Account and access the account and associated services. Through this service and interface, you can instruct and operate additional functionality in relation to your electronic money account.

Eqwire UK Ltd is a provider of electronic money accounts and associated payment services, through a digital interface, as described to you on our Platform.

Eqwire UK Ltd is a company registered in England and Wales with company number 12533411 and registered address at 51 Eastcheap, London, England, EC3M 1DT trading under the 'Eqwire' trade name.

This Platform Terms of Use constitutes an agreement between the Account Owner and Eqwire UK Ltd for the provision of various services and use of the Platform, under the terms of which the Client wishes to open an Account via the Platform to be used for the purpose and in accordance with the Account Terms and Conditions and these Platform Terms of Use.

These Platform Terms of Use (including all the attached Schedules), together with the Account Terms and Conditions, set out the terms on which our services are provided and constitute the Agreement between Eqwire UK and the Client.

You can access the Platform online by logging on to the following website address <https://eqwire.com>.

A reference to the "Client" means any client who opens the Electronic Money Account and accesses our Platform and associated services through our Platform. The Client is also referred to as the Account Owner.

In these Terms of Use:

- (a) "we", "our", "us" or "Eqwire UK" means Eqwire UK Ltd, a company that trades under the 'Eqwire' trade name; and
- (b) "you" or "your" means the Client, also referred to as the Account Owner.

By using the Platform and opening the electronic money account, you agree with and accept these Platform Terms of Use (including all the attached Schedules), together with the Account Terms and Conditions.

### **2. USE OF THE PLATFORM**

2.1 With the Platform, you can access information about your Account, give instructions and use other functionality that we make available from time to time.

2.2 We will provide or ask you to set security details for access to the Platform. These could include a password, one-time passcode code, memorable information [or biometric data such as a fingerprint]. We may change these requirements at any time.

2.3 Use of the Platform requires a connection to the Internet and appropriate telecommunication infrastructure. We are not liable for any costs you may incur from the use of such.

2.4 The Platform may not be used in connection with any illegal or criminal activity. Such type of activity may result in suspension or termination of your access to the Platform.

2.5 Illegal and/or unauthorised use of the Platform is prohibited. Appropriate legal action may be taken for any illegal or unauthorised use of the Platform. You are prohibited from selling, trading or otherwise transferring your access to the Platform and Account to another party.

2.6 You will need to register to use the Platform by opening an Account. This is so that we can provide you with easy access to the Platform. You can register directly with us in order to use the Platform and Account. If you choose to use the Platform and open an Account, you agree to provide only accurate, complete information, and you will keep that information up-to-date if it changes.

2.7 You can use the Platform to make and receive transfers as well as access information about your balance and transactions.

2.8 By choosing to register for and to use the Platform, you authorise us to retrieve a unique identifier from your device in order for us to link that device to you. This is essential to prevent fraud and ensure that other devices are not used to fraudulently access your account and make payments from it.

### **Making Transfers**

2.9 Transfer requests are subject to minimum and maximum limits, and you will be informed of these when you make your transfers.

### **Account Opening**

2.10 Once you register with the Platform and apply for an Account, we will receive your company details and personal data for the due diligence, screening, and anti-money laundering checks. The digital interface and dashboard on the Platform will become active for you once you successfully pass these checks and the onboarding process.

## **3. LICENSE TO USE**

3.1 Subject to these Terms, we grant you a non-exclusive, non-transferable, non-assignable, limited, revocable and non-sublicensable right to access and use the Platform. You use the Platform and other future added functionality, including but not limited to downloadable apps under this licence from us on the terms set out below.

3.2 You are not permitted and will not be able to use the Platform on a device which has been jail-broken, rooted or which has had its security settings compromised in any other way. Jail-broken or rooted means that the device has deliberately had its security settings changed, making it less secure and more vulnerable to fraudulent attacks. If we detect that your device has been jail-broken, rooted or had its security settings compromised in any other way, we shall be entitled to prevent you from using the Platform.

3.3 In using the Platform, you must:

- (a) access it on a device that you own or control;
- (b) not sub-license, assign or claim to exercise any rights in relation to the Platform;
- (c) not copy or reverse engineer, amend, alter, or adapt any part of the Platform, and
- (d) accept the terms of this licence without making any amendment to them.

3.4 The licence commences when you apply for the Electronic Money Account and subsequently access the Account and associated services and will continue until you stop using the Platform. By using the Platform, you will be deemed to accept these Platform Terms of Use, including this licence.

3.5 Any updates to the functionality of the Platform, including the availability of any apps, will be communicated via the Platform and registered email address. We will not be responsible for providing updates to you in any other way.

3.6 If a third party claims that the Platform or your use of it infringes their rights, you will give us any reasonable assistance we require to investigate and defend that claim.

3.7 By using the Platform, you confirm that you are not located in a country which is subject to any embargo by the United Kingdom ("the UK") or a country which is considered a terrorist-supporting country by the UK and you are not prohibited from accessing the Platform as a result of being listed on any US, EU or UK Government restricted parties lists, including you are not designated under sanction lists and or your owners including ultimate beneficial owners (real beneficiaries) are not designated under sanction lists.

#### **4. LINKS**

This Platform may contain links or references to other websites, these are provided for your convenience only. We have no control over third-party websites and accept no responsibility for any content, material, intellectual property rights, accuracy, or information on such websites. Inclusion of any linked website on the Platform does not imply approval or endorsement of the linked website by us.

#### **5. THE ALERTS SERVICE**

5.1 By activating the Platform following successful registration with the Platform and account opening, you might automatically receive Alerts. This is a text and email service that provides relevant information by email and/or text to a registered mobile phone number.

5.2 We will only send you each text or email once. If you delete a text or email, we cannot send it again.

5.3 If we do not send an alert or if it is inaccurate, we will only be responsible for any charges you incur on your account which you could otherwise have avoided, but we will not be responsible where it is due to reasons outside our reasonable control (for example your phone is out of coverage, is switched off or you have changed your number, or don't have access to your registered email address).

#### **6. AVAILABILITY AND ACCESS TO THE PLATFORM**

6.1 We may make operational changes to the way that the services are accessed at any time. We will tell you about such changes by either placing a message on our website, via your mobile device or by text or email.

6.2 You are responsible for maintaining your computer or mobile device safe and for ensuring that it is compatible with the particular service.

6.3 Occasionally, we may need to carry out maintenance that could limit the availability of the services. We will use reasonable endeavours to notify you in advance of scheduled maintenance, but you acknowledge that you may receive no advance notification for a downtime caused by emergency maintenance or events outside of our reasonable control.

6.4 We shall use reasonable endeavours to keep the services free from viruses and corrupt files but cannot guarantee this. You should ensure that you have appropriate anti-virus software installed on any computer or mobile devices that you use to access the services. We shall not be liable for any loss or damage you suffer if your device is infected by a virus or corrupt file unless such loss or damage is the direct result of our negligence or deliberate default.

#### **7. ONE TIME PASSCODES**

7.1 To log in to your account, make payments and access many aspects of the services, you will need to register the mobile phone number and the email address of your authorised user to receive one-time passcodes that we will send to their phone and/or email address. The authorised user will need to input this code to verify and complete certain transactions. We will only send a passcode when the authorised user has taken action to access the service and the Platform.

7.2. A reference to the "Authorised User" means any individual that is designated by you as an Authorised User.

7.2 You must take all reasonable precautions to prevent anyone else from accessing the passcode, apart from the Authorised User. The Authorised User must never disclose it to anyone, even if they claim to be our employees, agents, or the police. We will never ask anyone to disclose the one time passcode.

7.3 You must tell us as soon as possible if you change the Authorised User, including your or Authorised User's contact details such as the registered email address or mobile phone number, or if the phone is lost or stolen.

#### **8. SECURITY**

8.1 You must take reasonable security precautions to keep your account safe when using the Platform, including:

(a) not choosing security details which may be easy to guess, such as your date of birth;

(b) memorising security details or writing them down only in a way that cannot be understood by others (you should not store them on your device);

- (c) only providing security details to us when asked through the Platform (we will never ask for them over email);
- (d) responding to our emails if you are confident they came from us (we will address emails to you personally and quote your last four digits of the account number to identify ourselves). If in doubt, you should contact our Customer Services;
- (e) only accessing our Platform service via our website or app (when and if this will be available in the future). You should never go to our Platform service from a link in an email and enter your security details;
- (f) ensuring any information shown or stored on your device is kept secure, that the device is locked when you are not using it and that you log out when exiting the Platform service;
- (g) protecting your device with up-to-date anti-virus and firewall software; and
- (h) not accessing your account from a device using public WI-FI.

8.2 You are solely responsible for maintaining the confidentiality of your account, log-in details and password and should not share these with any other party.

8.2 Our digital services may use your location data or information about your device in order to prevent and detect fraud. For example, we may check if you are in the country where your payments are being made in instances where we suspect fraud on your account. We will not use this information for any other purpose.

8.3 Further details on keeping your accounts safe can be found at [www.getsafeonline.org](http://www.getsafeonline.org). You must follow any other guidance we give you about keeping your security details and mobile device or computer secure.

8.4 If you receive a suspicious email, you should not open it or click on any links contained within it.

8.5 You must contact us immediately if you believe someone else knows your security details or think they have been misused.

8.6 If you don't follow these procedures, we may withdraw or suspend your ability to access your account until we are satisfied that your account is secure.

8.7 For security reasons, we may de-activate your security details if you have not used them to access the Platform for a prolonged period. We will send you a reminder at least two months before any de-activation date.

8.8 You must notify us of all individuals you wish to be an Authorised User.

8.9 You will be responsible for training your Authorised Users in the appropriate use of the Platform and regarding the security precautions as regulated and described in these Platform Terms of Use.

## **9. USING THE SERVICE ABROAD**

9.1 The Platform service uses a high level of encryption, which may be illegal in some particular countries. You should not access the service from countries where this is not permitted by local law. We shall not be liable for any loss, damage or other outcome suffered by you as a result of you breaking any local law by using the services in some particular countries.

9.2 Using the Platform from a country which is subject to any embargo by the UK, EU or the US or which is considered a terrorist-supporting country by the UK, EU or the US is prohibited.

## **10. TERMINATION AND SUSPENSION OF ACCESS**

10.1 These Platform Terms of Use do not have a fixed duration, so will continue until either you or we end it.

10.2 You can cancel your Platform service at any time by closing your Account and notifying us according to the Account Terms and Conditions.

10.3 If you close your Account, you will no longer be able to access the Platform. Similarly, if you cancel the Platform registration, you will no longer be able to access your Account, which is an online-only account.

10.4 We may terminate your use of any of the services at any time by giving you at least 2 months' written notice (including email or text alerts).

10.5 We may also terminate or suspend your use of the services and access to the Platform if we terminate or suspend your use of your Account in accordance with the Account Terms and Conditions.

## **11. CHANGES TO THESE TERMS OF USE**

11.1 We can change any of these terms, including introducing or changing terms, provided we give you at least two months' notice in advance of the change.

11.2 We can give you notice on the log on page of the Platform, by email, text or by any other means we agree with you. You should check our website regularly for such messages.

11.3 The new Terms will apply automatically at the end of the notice period, but if you do not want to agree to the change, you can stop using the Platform at any time until the change takes effect. If you continue using the Platform after this, we'll assume you've accepted the change.

11.4 We may also make changes to the Platform from time to time, for example, improvements in functionality, some of which we may notify to you through the website or email.

## **12. GENERAL**

12.1 These Platform Terms of Use are personal to you, and you cannot transfer your rights or obligations to anyone else. We may transfer our rights and obligations at any time.

12.2 If any term of this agreement is found to be unenforceable, this will not affect the validity of any others.

12.3 These Terms are governed by English law, and you agree to the exclusive jurisdiction of the English Courts.

12.4 All the information we give you and all communications from us will be in English. We will only accept communications and instructions from you in English.