

*PrePay Solutions (PPS) is a leading European prepaid services company servicing more than 50 blue chip organisations including PayPal, EE, and Virgin Money. All payments made to your Tide account are deposited with PPS. PPS is regulated by the UK Financial Conduct Authority (FCA) and has a full e-money licence.*

## PPS

### TERMS AND CONDITIONS

#### **Important information you need to know**

##### The TIDE Account Agreement

Please read this Agreement carefully before you activate your Card or use any of our services. This information forms the Agreement for your TIDE Account including any associated Card and payment services that we may provide to you. By confirming that you accept the terms of this Agreement, or by activating your Card and/or using our services, you accept this Agreement. If there is anything you do not understand, please contact Customer Services using the contact details in paragraph 20 of this Agreement.

#### **1. DEFINITIONS**

**Account** - The electronic account associated with your Card.

**Account Details** - Any details related to your Account, such as but not limited to, Sort Code and Account Number.

**Account Limits** - Maximum limits you can have in relation to the Account with regard to the number of Accounts, such as Maximum Account Balance, and limits on transactions as referred in paragraph 2.

**Account Manager** - The individual elected by the Institution to be responsible for the management of the Account. For Non-Limited Business, this is the Account Owner.

**Account Maximum Balance** - The maximum balance you can have on your Account as referred to in paragraph 2.

**Account Owner** - The entity legally responsible for an Account. For a Non-Limited Business, this is either the owner of the sole trader or the partners of a partnership. For a Limited Organisation, this is the Institution itself.

**Agreement** - This agreement as varied from time to time.

**Applicant** - The person applying for an Account. For a Non-Limited Business, this must be the Account Owner and for a Limited Organisation, this must be one of the listed directors of your Institution.

**ATM** - Automated Teller Machine.

**Automatic Payments** - Direct Debits, Standing Orders and Future Dated Payments.

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

**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.

**Bank Account Number** - This is your unique personal account number, and it is found on the front of your Card.

**Business Days** - The days of Monday to Friday between the hours of 10am-4pm but does not include bank holidays, or public holidays in the United Kingdom.

**Card** - Any TIDE Prepaid MasterCard Card associated with your Account.

**Card Number** - The 16 digit number on the front of your Card.

**Cardholder** - An individual selected by the Institution to whom a Card is issued to.

**Contactless** - A payment feature that provides Cardholders with a way to pay by tapping the Card on a point-of-sale terminal reader for transactions of up to £30 (as amended from time to time).

**Customer Services** - The team responsible for supporting queries relating to your Account. Contact details for Customer Services can be found in paragraph 20.

**Direct Debit** - A service allowing a third party to collect pre-authorized funds from your Account electronically on agreed dates, for example to pay bills.

**EEA** - The European Economic Area which currently includes all countries in the European Union together with Iceland, Norway and Liechtenstein.

**e-money** - The electronic money associated with your Account.

**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.

**Full Deductible Amount** - The full transaction amount, including the transaction itself along with any associated fees, charges and taxes.

**Future Dated Payments** - Are individual, one-off payment set up to be made at a future date which will be received by the recipient bank on the day specified.

**High Value Payment** - A bank transfer of funds into the Account or a payment received that is higher than those permitted by the Account Limits.

**Information** - Means any information related to the Institution, and any personal information related to an Applicant, Account Manager or Cardholder.

**Institution** - Means a Limited Organisation or Non-Limited Business.

**Limited Organisation** - Means Limited Company, Limited Liability Company, Limited Liability Partnership, trusts, not-for-profits or government agencies incorporated in the UK.

**MasterCard Acceptance Mark** - The MasterCard International Incorporated Brand Mark, indicating acceptance of the Card.

**MasterCard** - MasterCard International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York, 10577 USA.

**Merchant** - A retailer, or any other person, firm or corporation that accepts cards which display the MasterCard Acceptance Mark.

**Non-Limited Business** - Means a Sole Trader or Partnership incorporated in the UK.

**Passcode** - Means the passcode you use to identify yourself and which is used for authorising any payments from the Account.

**Password** - Means the password you use to identify yourself.

**Payment Details** - The details you provide to enable funds to be received into your Account or the details that you provide in order to send funds from your Account.

**Payment Instruction** - An instruction from you to make a payment from your Account.

**PIN** - Your four digit personal identification number for use with the Card.

**Quasi Cash** - Means transactions that includes, but not limited to, purchasing travellers cheque, lottery tickets, casino gaming chips, money orders, deposits and wire transfer money orders.

**Self Service Account Management Portal** - A mobile App or online portal that allows you to have access to your Account.

**Standing Order** – Payment Instruction allowing regular or recurring payments to be made to a particular person or organisation.

**Sort Code** – Mean 6 digit number which can be found on the front of the Card.

**TIDE** – Tide Platform Limited, a company registered in England and Wales with number 09595646 and whose registered office is at Regina House, 124 Finchley Road, London, NW3 5JS.

**we, us or our** - PrePay Technologies Limited, a company registered in England and Wales with number 04008083 who can be contacted at PO BOX 3883 Swindon SN3 9EA.

**Website** – [www.tide.co](http://www.tide.co)

**you, your** - The Account Owner.

## 2. ACCOUNT LIMITS

On opening a new account, Account Limits are set out in the table below. If you require higher limits you may request an Account review by contacting Customer Services.

	<b>Non-Limited Business</b>	<b>Limited Organisation</b>
An Account Owner:	may own up to 2 Accounts	may own up to 4 Accounts
An Account Manager:	may manage up to 2 Accounts	may manage up to 8 Accounts

	<b>Non-Limited Business</b>		<b>Limited Organisation</b>	
Account Maximum Balance	£50,000		£100,000	
<b>Account transaction limits</b>				
	<b>Faster Payments In</b>	<b>BACS Credit</b>	<b>Faster Payments In</b>	<b>BACS Credit</b>
Single transaction limit	£50,000	£50,000	£50,000	£50,000
	<b>Faster Payments Out</b>	<b>Direct Debits</b>	<b>Faster Payments Out</b>	<b>Direct Debits</b>
Single transaction limit	£10,000	£10,000	£50,000	£50,000
Monthly limit	£50,000 (combined)		£100,000 (combined)	
<b>Card transaction limits</b>				
Monthly limits per Account	£10,000		£50,000	

Daily limit per Card	£10,000	£10,000
Daily ATM withdrawal limit	£500	£500

### **3. SCOPE OF THIS AGREEMENT**

**3.1** Your Card is an e-money prepaid card; it is not a credit, charge or debit card.

**3.2** Your Card has been issued by us pursuant to our licence from MasterCard. The Card is an electronic money product and the electronic money associated with it is provided by us and will be in pounds sterling. We are regulated by the Financial Conduct Authority for the issuance of electronic money (FRN 900010). MasterCard is a registered trademark of MasterCard International Incorporated. Your rights and obligations relating to the use of this Card are subject to this Agreement between you and us; you have no rights against MasterCard or its respective affiliates. If you experience any difficulties in using the Card you should contact Customer Services. The Card remains our property.

**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 Card or Account.

**3.4** You agree that we may communicate with you by e-mail and/or SMS and/or via the Self Service Account Management Portal notifications for issuing any notices or information about your Account or Card and therefore it is important that you ensure you keep your e-mail address and mobile phone number updated via the Self Service Account Management Portal.

### **4. APPLYING AND REGISTERING YOUR ACCOUNT**

**4.1** To apply for an Account, the Applicant must manage a UK registered Non-Limited Business or Limited Organisation and be a UK resident.

**4.2** An Account Manager may open an additional Account for the same Non-Limited Business or Limited Organisation or a different Non-Limited Business or Limited Organisation for which they are a director.

**4.3** We will issue your Account to you on the basis of the Information that has been provided by the Applicant. You must ensure the Applicant provides accurate Information and to tell us of any changes as soon as possible so that our records remain correct.

### **5. RECEIVING AND ACTIVATING A CARD**

**5.1** The Card will be posted to the Applicant's registered company address (for Limited Organisations) and the Applicant's trading address (for Non-Ltd Businesses).

**5.2** When the Card is received, it must be signed by the Cardholder immediately and should then be activated via the Self Service Account Management Portal.

**5.3** Once the Card has been activated, the Self Service Account Management Portal will give the Cardholder the option to reveal the PIN. The PIN should never be revealed to anybody other than the Cardholder. We will not reveal the PIN to a third party.

**5.4** The PIN can be changed at any UK ATM. When selecting or changing the PIN, the Cardholder must not select a PIN that may be easily guessed, such as a number that:

**5.4.1** is easily associated with the Cardholder, such as their telephone number or birth date; or

**5.4.2** is part of data imprinted on the Card; or

**5.4.3** consists of the same digits or a sequence of running digits; or

**5.4.4** is identical to a previously selected PIN.

**5.5** You are responsible for all the Cards issued and the use of your Account by all Cardholders under this Agreement and any fees or charges that these Cards may incur.

## **6. USING THE CARD AND CARD EXPIRY**

**6.1** The Card can be used at any Merchant to make purchases in-store, via the internet or over the phone and can be used to obtain cash through ATMs (fees may apply, see paragraph 12). Each transaction will need to be authorised by the Cardholder. We will treat the transactions as authorised and genuine if:

**6.1.1** the Card is tapped against a Contactless enabled reader and accepted by such reader;

**6.1.2** the Card PIN or other security code personal to the Cardholder is used;

**6.1.3** the Card is used and the Cardholder have authorised the transaction by signature of the receipt; or,

**6.2** The Card is a prepaid card, which means that the Available Balance will be reduced by the full amount of each transaction and authorisation, plus any applicable taxes and charges, including additional ATM charges if any. The Cardholder must not use the Card if the Full Deductible Amount exceeds the Available Balance.

**6.3** Due to security safeguards, Merchants that accept the Card are required to seek authorisation from us for all of the transactions that are made by the Cardholder. There are some circumstances where Merchants may require the Cardholder to have an Available Balance greater than the value of the transaction they wish to make. The Cardholder will only be charged for the actual and final value of the transaction they make. Merchants request this as they may need to access more funds than the Cardholder initially planned to spend. For example:

**6.3.1** hotels, rental cars, and

**6.3.2** internet Merchants – certain internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available. This will temporarily impact the Available Balance. Also please bear in mind that many sites will not deduct payment until goods are dispatched so please be aware of this when checking the Available Balance to make sure sufficient funds are available to cover all purchases.

**6.4** The Card cannot be used in situations where it is not possible to obtain online authorisation that the Cardholder have sufficient balance for the transaction. For example but not limited to: transactions on trains, ships, and some inflight purchases.

**6.5** The Card cannot be used at self service petrol pumps but it can be used to pay by taking it to the cashier.

**6.6** The Card should not be used as a form of identification.

**6.7** The Card may not be used for any illegal purpose or in any manner prohibited by law, nor for gambling, for any adult entertainment or for Quasi Cash transactions.

**6.8** We may ask you to surrender any Cards at any time for a valid reason in accordance with the provisions in paragraph 15 of this Agreement.

**6.9** If a retailer agrees to give a refund for a purchase made using the Card, the funds will be added to the Available Balance of the Account when we receive the funds from the retailer.

**6.10** The Card can be used to make transactions in a currency other than pounds sterling ("foreign currency transaction"), the amount deducted from your Account will be converted to pounds sterling on the day we receive details of that foreign currency transaction. We will use a rate set by MasterCard, which will be available on each Business Day and changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate and they may change between the time a transaction is made and the time it is deducted from your Available Balance. You can find out the exchange rate applied to a transaction in your transaction history. We will not charge an additional foreign transaction fee for all foreign currency transactions.

**6.11** The expiry date of the Card is printed on the front of the Card. The Cardholder will not be able to use their Card once it expires. We may send the Cardholder a replacement Card if requested by the Cardholder (fees may apply, see paragraph 12).

**6.12** Any Available Balance remaining on the Account at Card expiry will remain yours for a period of six years from the expiry date. Within this period, the Account Manager may at any time transfer any Available Balance on the Account to a UK bank account via Faster Payment (subject to Account Limits). You will not have an access to your Account and we will not return any funds remaining on the Account after six years from Card expiry and this Agreement will terminate.

## **7. USING THE ACCOUNT**

**7.1** The Account can be used for setting up Direct Debits, Standing Orders, and to make Faster Payments including Future Dated Payments subject to Account Limits. You must authorise the organisation taking Direct Debit payments from the Account.

**7.2** If the Automatic Payment on the Account specifies that a payment is to take place on a specified day or on the last day of a certain period, then we will treat the Payment Instruction as being received on the day specified.

**7.3** If a payment is made using Faster Payments, we will send the payment within 2 hours, provided that the payment is within your Account Limits and there is sufficient Available Balance. If we suspect fraudulent activity on your Account, we may take longer than 2 hours to send the payment. Restrictions may apply at recipient's bank.

**7.4** Any Automatic Payment is usually taken from the Account at the beginning of the day they are due except Direct Debit payment which are taken at the beginning of the Business Day.

**7.5** It is Account Manager's responsibility to ensure they put in correct recipient Account Details and payment amount when making any payment or setting up payee.

**7.6** It is Account Manager's responsibility to check there is sufficient Available Balance before any payment is due.

**7.7** We will treat a payment as authorised by the Account Manager and genuine if:

**7.7.1** the transaction was authorised from the Self Service Account Management Portal;

**7.7.2** the Account Manager has set up any Automatic Payments.

**7.8** A payment will not be sent out (without prior notice to you) if:

**7.8.1** the Account does not have sufficient Available Balance to cover the payment;  
or

**7.8.2** the Account is suspended or closed; or

**7.8.3** if the Account has reached its Account Limits; or

**7.8.4** if we suspect the payment to be fraudulent.

**7.9** We will not be liable to inform the recipient of any stopped payment under paragraph 7.8 and we will not be liable for any loss this may incur to you.

**7.10** The Account Manager may be able to stop a Direct Debit payment provided that:

**7.10.1** they cancel before two Business Days before your Account is due to be debited;

**7.10.2** the payment has not already been made;

**7.10.3** the Account manager provides all the details requested on the Self Service Account Management Portal to stop the payment.

**7.11** If the Account Manager stops or cancels a Direct Debit, they must tell the recipient to whom the Direct Debit is payable, we will not be responsible if they fail to inform them and the recipient will not have any claim against us.

**7.12** The Account Manager may stop a Standing Order and Future Dated Payment by cancelling the payment on the Self Service Account Management Portal before the end of the Business Day prior to the Business Day the Account is due to be debited. We recommend that the recipient is also informed; we will not be responsible if the Account Manager fails to inform them and the recipient will not have any claim against us.

**7.13** If, for any reason, a payment is processed for an amount greater than the Available Balance on your Account, you must repay us the amount by which the Full Deductible Amount exceeds your Available Balance immediately after receiving an invoice from us. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

**7.14** The Account can receive funds via Faster Payments and BACS Credit. Subject to paragraph 7.15, we will credit the Account when we receive the funds which could be up to three Business Days depending on how the payment was sent.

**7.15** A payment coming into the Account will be not credited to your Account if:

**7.15.1** the Account has reached the Account Maximum Balance or Account Limits; or

**7.15.2** the Account is inactive or blocked; or

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

**7.15.4** we suspect the payment to be fraudulent.

**7.16** The funds may be sent back to the sender without notifying the Account Manager if paragraph 7.15 applies. Please note this will only apply to Faster Payments in and BACS Credit.

**7.17** The Account may receive High Value Payments subject to a number of checks. The Account Manager must inform us prior to receiving a High Value Payment, allowing us enough time to conduct required checks. The Account Manager agrees to provide all the information and documents requested by us to carry out our checks.

**7.18** Once an approval has been granted for receiving a High Value Payment into the Account, the Account will have a new Account maximum balance limit applied.

**7.19** Each time the Account is due to receive a High Value Payment then paragraph 7.17 and 7.18 applies every time, for example, we may request a number of

documents and/or information and conduct our checks every time the Account Manager tells us that the Account is due to receive High Value Payment.

**7.20** The Account Manager may transfer funds between Accounts using Faster Payments if you have more than one Account.

**7.21** The Available Balance on the Account will not earn any interest.

## **8. CHECKING ACCOUNT BALANCE**

**8.1** The Account Manager can check the Available Balance and transaction history on the Account via the Self Service Account Management Portal.

**8.2** A Cardholder can check the Available Balance at an ATM.

## **9. CANCELLING, CLOSING YOUR ACCOUNT AND REDEEMING E-MONEY**

**9.1** You may cancel your Account and any Cards before activating them, and up to 14 calendar days after the date of activation ("cancellation period"), by messaging Customer Services through the Self Service Account Management Portal. The Account Manager may transfer any Available Balance to a UK bank account via Faster Payments (subject to Account Limits) before cancelling the Account.

**9.2** You may close your Account at any time after the cancellation period and redeem any Available Balance on the Account by messaging Customer Services through the Self Service Account Management Portal. Alternatively, the Account Manager may at any time transfer any Available Balance to a UK bank account via Faster Payments (subject to Account Limits) and call Customer Services to close the Account.

**9.3** Once the Available Balance is redeemed and the Account is closed, your Agreement will terminate. However, if paragraph 9.5 applies to your Account then your Account will remain active and your Agreement will continue to apply to you until there is no money outstanding on your Account.

**9.4** All Direct Debit transactions that were set up on the Account will be rejected once your Account is closed.

**9.5** If we find any additional withdrawals, fees or charges have been incurred on your Account following the processing of the redemption request, we'll send an itemised invoice to you and we will require you to refund us immediately after receiving the invoice. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

## **10. YOUR LIABILITY AND AUTHORISATIONS**

**10.1** You are responsible for the use of your Account and any Cards issued for your Account. You must ensure that all the users of your Account including the Account Manager and any Cardholders understand and comply with this Agreement.

**10.2** We may restrict or refuse to authorise any use of your Account and any Cards issued to your Account including transactions in any legal jurisdiction if using the Card or Account is causing or could cause a breach of this Agreement or if we have reasonable grounds for suspecting that either you, the Account Manager, a Cardholder or a third party has committed or is about to commit a crime or other abuse in connection with the Card or Account.



**10.3** Where appropriate, any refusal to authorise a Card transaction will be relayed to the Cardholder via the Merchant concerned.

**10.4** It is your responsibility to ensure the Cardholder sign their Card as soon as they receive it and keeps it safe.

**10.5** You will be liable for all unauthorised transactions that arise from the use of a lost or stolen Card or Account security information or the misappropriation of the Card if you or the Account Manager or a Cardholder fails to:

**10.5.1** keep the Card and/or security features of the Card and Account safe, or

**10.5.2** notify us that the Card is lost or stolen.

**10.6** You must ensure the Cardholder and/or the Account Manager does not:

**10.6.1** allow another person to use a Card, PIN or security information related to the Account.

**10.6.2** write down password(s), PIN 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

**10.6.3** disclose their PIN 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; or

**10.6.4** enter the PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner.

**10.7** You will be responsible for all transactions which the Account Manager or any Cardholder authorises, whatever the manner of such authorisation.

**10.8** You will be liable for all transactions that take place as a result of you, the Account Manager or Cardholder acting fraudulently or failing to comply with this Agreement 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.

**10.9** It is your responsibility to keep us updated of changes to your Information, including e-mail address and mobile numbers. Failure to do so may result in us being unable to contact you regarding your Account, including the provision of refunds to which you might be entitled or to let you know about changes to this Agreement.

**10.10** You agree to indemnify and hold harmless, us 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 and/or any breach of this Agreement or fraudulent use of the Card, Account, Self Service Account Management Portal log in details, or PIN by or authorised by either you, Account Manager or any Cardholders.

**10.11** The Self Service Account Management Portal is only supported on devices where the operating system has not been modified, or jailbroken, or configured to allow software installation from sources other than those approved by Tide (including but not limited to the Apple App Store and Google Play). Use of the Self Service Account Management Portal on such a device is at your or the Account Manager's risk and neither PPS or Tide can be held responsible for any loss or data, Information or financial loss.

## **11. LOST, STOLEN OR DAMAGED CARDS**

**11.1** In the event of loss, theft, fraud or any other risk of an unauthorised use of the Card, or if the Card is damaged or malfunctions, you must ensure that the Cardholder

blocks their Card via the Self Service Account Management Portal immediately or contact Customer Services so that we can block the Card, Account and PIN.

**11.2** In the event that the Cardholder either block their Card or they notify us in accordance with this Agreement that their Card has been lost or stolen you will be liable for a maximum of £50 of any loss that takes place prior to us being notified.

**11.3** Provided that the Cardholder have followed one of the steps in accordance with paragraph 11.1 and that paragraph 11.4 does not apply, then you will not be liable for losses that take place following the date on which the Cardholder blocked its Card or informed Customer Services. If there is an Available Balance remaining on your Account, the Cardholder can request for a replacement Card for your Account via the Self Service Account Management Portal. If we replace the Card, the Card will be delivered to the Cardholder's home address (fees apply, see paragraph 12).

**11.4** In the event that we have reason to believe that either you or the Cardholder have acted fraudulently or have acted with gross negligence or intentionally in failing to notify us of the lost or stolen Card or the Cardholder have failed to keep their Card or security information related to the Account safe or you or the Cardholder have breached this Agreement then you shall be liable for all losses.

## 12. FEES

**12.1** Your Account is subject to the following fees:

	Non-Limited Business	Limited Organisation	Notes
Application Fee	Free	Free	
General Service Fee	Free	Free	
Open Additional Account	Free	Free	
Max Balance Increase	Free	Free	
Account Closure	Free	Free	
Faster Payment In	20p	20p	
BACS In	Free	Free	
First Card per Account	Free	Free	
Replacement Cards	£5	£5	
Faster Payment Out	20p	20p	
Direct Debit Out			
Card POS Transaction	Free	Free	
Cash Withdrawal	100p per withdrawal	100p per withdrawal	
Foreign Transactions Fee	Free	Free	
Cash Withdrawal in a Foreign Currency	100p per withdrawal	100p per withdrawal	Extra fees may be charged by certain ATM providers
ATM balance enquiry	Free	Free	
Instant Messaging	Free	Free	

Customer Services			
Lost and Stolen Phone Call	Local Rate	Local Rate	Calls from mobile phone may vary

**12.2** We will deduct any taxes or charges due from the Available Balance on your Account. If there is no Available Balance of funds, or taxes or charges exceed the balance of funds available, we shall send an invoice to you and will require you to refund us immediately after receiving the invoice. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

### **13. DISPUTES AND INCORRECT TRANSACTIONS**

**13.1** If you have a reason to believe that a transaction on your Account was unauthorised by either you, Account Manager or Cardholder, or was made incorrectly, you must ensure the Account Manager informs us immediately via the Self Service Account Management Portal, but in any event within 13 months of the date of the relevant transaction.

**13.2** If you dispute a transaction:

**13.2.1** the Merchant must be able to prove that the transaction took place,

**13.2.2** 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, including any charges to your Account. In this event we will charge you a £10 administration fee.

**13.2.3** 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.

**13.3** If you or the Account Manager tell us that a transaction has been made incorrectly, after we are informed, we will:

**13.3.1** immediately refund your Account with sufficient funds including any charges to restore your Account to the same position as if the incorrect transaction had not been made,

**13.3.2** If you ask us to, make immediate efforts to trace the incorrect payment and notify you of the results,

**13.3.3** If 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.

**13.4** We do not need to do anything listed in paragraph 13.3 and we are not responsible for an incorrect transaction on your Account where you or the Account Manager fail to tell us of the incorrect transaction without undue delay and in any case within 13 months of the date on which the transaction occurred, or the cause of the incorrect transaction is because you or the Account Manager gave us the wrong or insufficient Payment Details for us to make the transaction.

**13.5** You will be liable for all transactions made from your Account(s);

**13.5.1** if you, the Account manager or the Cardholder have acted fraudulently; or

**13.5.2** if the transaction was made because the Cardholder deliberately or with gross negligence failed to keep their Card or Card details secure or their PIN or other security information related to the Account secret,

**13.6** Where you, the Account Manager or the Cardholder have agreed that another person can take a payment (Card or Direct Debit) from your Account (e.g. if the Cardholder have given their Card details to a retailer for the purpose of making a payment), you can ask us to refund a payment if all the following conditions are satisfied:

**13.6.1** the authorisation given did not specify the exact amount to be paid;

**13.6.2** the amount that has been charged to your Account was more than you, the Account Manager or the Cardholder could reasonably have expected to pay, based on the circumstances, including previous spending patterns; and

**13.6.3** you make the refund request within eight weeks of the date when the payment was taken from your Account.

**13.7** We may ask you to provide information as is reasonably necessary to verify that conditions in 13.6.1 – 13.6.3 apply.

**13.8** If you ask us to make a refund under paragraph 13.6 then, within 10 Business Days of the date we receive your request (or if we ask for more information under paragraph 13.7, within 10 Business Days of the date we receive that information) we will either:

**13.8.1** refund the payment in full; or

**13.8.2** tell you the reasons why we do not agree to the refund.

**13.9** You will not be entitled to a refund under paragraph 13.6 if:

**13.9.1** you or the Account Manager or the Cardholder have given us your consent for the payment to be made; and

**13.9.2** where applicable we (or the person or a Merchant you agreed to pay) have given you information on the payment in question at least four weeks before the due date of the payment.

**13.9.3** if the payment in question was higher than you reasonably expected to pay is due to a change in any currency exchange rate.

**13.10** Paragraph 13.9 does not limit your rights under the Direct Debit Guarantee Scheme.

## **14. VARIATION**

**14.1** We may change this Agreement, including fees and limits 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) and will ensure the most recent version is always available in the Document Centre on the Self Service Account Management Portal.

**14.2** If you do not agree with the changes to the Agreement, you may at any time within the two months' notice period terminate your Agreement and close your Account in accordance with paragraph 9.2 at that time without a charge. However, in the event you do not cancel during this period then you will be deemed to have accepted them and the changes will apply to you.

**14.3** If any part of this Agreement is inconsistent with any regulatory requirements then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory 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. We will update our Agreement to reflect the new regulatory requirements when they are next reprinted.

## **15. TERMINATION OR SUSPENSION**

**15.1** We can terminate this Agreement at any time:

**15.1.1** if we give you two months' notice and refund the Available Balance to you without charge, or

**15.1.2** with immediate effect if you, the Account Manager or the Cardholder have breached this Agreement, or if we have reason to believe that you, the Account Manager or the Cardholder have used, or intend to use the Card or Account in a grossly negligent manner or for fraudulent or other unlawful purposes or if we can no longer process your transactions due to the actions of third parties.

**15.2** We can suspend or terminate any Cards and Account Details at any time with immediate effect (and until your default has been remedied or the Agreement terminated) without any prior notice to you if:

**15.2.1** we discover any of the Information that the Applicant provided to us when applied for your Account was incorrect; or

**15.2.2** a transaction has been declined because of a lack of Available Balance; or

**15.2.3** if we suspect unauthorised or fraudulent use of the Card or Account; or

**15.2.4** if you have reached your Account Limit; or

**15.2.5** you have breached this Agreement or we have reason to believe that you, the Account Manager or Cardholder have used, or intend to use the Card or Account or the Self Service Account Management Portal Password or Passcode in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process any transactions due to the actions of third parties.

**15.3** 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). We may advise anyone involved in the transaction if a suspension has taken place.

**15.4** In the event that any additional fees are found to have been incurred on your Account following termination by either you or us, then subject to this Agreement, you shall refund to us any sum which relates to a withdrawal on the Account or fees and/or charges validly applied whether before or after termination. We will send an invoice to you and will require you to refund us immediately. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

## **16. OUR LIABILITY**

**16.1** Our liability in connection with this Agreement (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:

**16.1.1** 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 and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;

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

**16.1.3** where the Card is faulty due to our default, our liability shall be limited to replacement of the Card, or at our choice, redemption of the Available Balance;  
**16.1.4** 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;  
**16.1.5** in the unlikely event that sums are deducted from your Available Balance but you, Account Manager or Cardholder did not authorise such deduction in accordance with this Agreement then our liability shall be as set out in paragraph 13; and  
**16.1.6** in all other circumstances of our default, our liability will be limited to redemption of the Available Balance.

**16.2** Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

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

**16.4** The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as MasterCard, and other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

## **17. YOUR INFORMATION**

**17.1** You may provide us with your Information from time to time in connection with your Account. Some Information will be necessary for us to provide you with the Account and services under this Agreement. You must update any changes to your Information via the Self Service Account Management Portal.

**17.2** We and our affiliates are committed to maintaining your Information in accordance with the requirements of the Data Protection Act 1998 and 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 this Agreement, your Information will not be passed to anyone without your permission. We can at any time request evidence of identity from you and may use an ID verification agency or credit reference agency (whose names and addresses will be provided to you on request) both prior to and following issue of your Account for this purpose and who will add details to your record of our request for a search.

**17.3** You agree that we can use your Information in connection with your Account, to contact you about replacement Cards, and to enable us to review, develop and improve our products and services. This may involve providing your Information to our partners, affiliates, agents, distributors, suppliers, and to MasterCard and its affiliates to process transactions and for their statistical research and analytical purposes. We may also transfer your Information outside of the EEA to enable the Cardholder to use their Card while they are travelling. 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.

**17.4** You may contact us at anytime to request us to stop such use or further disclosure to other companies for such use.

**17.5** You have a right to inspect the Information we hold about you however, we will ask you to pay an inspection fee of £10 to cover our costs. For further information, please contact Customer Services.

**17.6** 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.

## **18. COMPLAINTS PROCEDURE**

**18.1** Complaints regarding any element of the service provided by us can be sent to Customer Services via instant messaging through the Self Service Account Management Portal.

**18.2** 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 to you.

**18.3** 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](http://www.financial-ombudsman.org.uk).

## **19. GENERAL**

**19.1** For a Non-Limited Business Account, we may not transfer your Account to a new Account Owner, nor will we transfer a Non-Limited Business Account to a Limited Organisation Account.

**19.2** Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

**19.3** If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

**19.4** You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all Accounts issued to you are terminated and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement.

**19.5** No third party who is not a party to this Agreement has a right to enforce any of the provisions in this Agreement, save that MasterCard and their respective affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them and a person specified in paragraph 16.4 may enforce paragraph 16.

**19.6** This Agreement contains the information set out in Schedule 4 of the Payment Service Regulations 2009 and you can obtain a copy of this Agreement at any time by visiting the Self Service Account Management Portal or the Website.

**19.7** This Agreement is governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.

**19.7** 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. We will however safeguard your funds against any loss that can be reasonably anticipated.

## **20. CONTACTING CUSTOMER SERVICES**

**20.1** If you have a query regarding your Account, you can send us an instant message via the Self Service Account Management Portal.

**20.2** Lost, damaged or stolen cards can be reported via the Self Service Account Management Portal and also by calling 0333 121 0266 (available 24 hours a day).

MasterCard is a registered trademark of MasterCard International Incorporated.



**TIDE**  
**CUSTOMER AGREEMENT**

**1. WHAT DO THESE TERMS AND CONDITIONS APPLY TO?**

**1.1** The Tide Platform gives you:

- money management, information and other tools and services provided by us, Tide; and
- access to services provided by third parties through the Tide Platform (referred to in this agreement as the 'Linked Services').

**1.2** These terms and conditions apply to the services we provide to customers who have registered with us but they do not apply to the Linked Services. These are covered by separate terms and conditions which you will need to agree to when you sign up for the Linked Services. In the event of any conflict with the terms for Linked Services, these terms shall govern your use of the Tide Platform.

**1.3** By registering and each time you use the Tide Platform, you agree to these terms and conditions.

**1.4** In these terms and conditions:

- (a) 'we' means Tide (a trading name of Tide Platform Ltd. Registered Office: Regina House, 124 Finchley Road, London, NW3 5JS, United Kingdom. Registered in England and Wales No. 09595646); and
- (b) 'you' means the individual sole trader, partnership or other legal entity (limited company or unincorporated association) that has registered with us.

If you are a partnership or other legal entity, each individual who is authorised by you to use the Tide Platform must register as a

separate user in the registration process. 'You' in these terms and conditions will include those authorised individuals, where relevant, and you are responsible and liable for any access, use or misuse of the Tide Platform by those individuals.

## **2. HOW YOU ACCESS THE TIDE PLATFORM**

- 2.1** When you register your mobile device with Tide, you (or each authorised user) will choose a security code and provide other security details which must be entered to log on to the Tide Platform. You must keep these secret because, as long as the mobile device and associated security code has been used, we will assume that you are the person using the Tide Platform. We may carry out additional checks if we think it is necessary.
- 2.2** You must tell us as soon as possible if your mobile device has been lost or stolen or you think someone else knows your security details or can use Tide by impersonating you. Until you tell us:
- (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 on the Tide Platform.

## **3. FEES AND CHARGES**

Use of the Tide Platform is subject to our fees and charges which can be found on the Tide website.

## **4. SECURITY**

- 4.1** We may use software and other technology to detect viruses or malicious software on the computer or device you use to access the Tide Platform. If you are using a mobile device, we may also use software and other technology to determine whether your device has been altered through 'jailbreaking' or 'rooting'. If we determine that your device has been altered through 'jailbreaking' or 'rooting', or if we detect viruses or malicious software, we may suspend, restrict or block access to the Tide Platform from that device.

## **5. WHEN WE CAN RESTRICT ACCESS TO THE TIDE PLATFORM**

**5.1** We may suspend, restrict or stop your use of the Tide Platform at any time without advance warning if we reasonably think this is necessary because, for example:

- (a) we discover you have knowingly given us false information;
- (b) the security of the Tide Platform is at risk;
- (c) we suspect unauthorised or fraudulent use of the Tide Platform;
- (d) a device is used that we do not recognise or is used in an unusual way;
- (e) we have to comply with any legal or regulatory requirement;
- (f) any event under clause 6.1 below;
- (g) you have not accessed the Tide Platform for six months or more; or
- (h) you have breached this agreement.

**5.2** If we suspend, restrict or stop your use of the Tide Platform, you will not be able to use the Linked Services until access to the Tide Platform is restored.

**5.3** Where possible we will contact you before suspending, restricting or blocking your access to tell you that we are doing so and why. We may do this by displaying a message the next time you try to log on or perform an action on the Tide Platform. However, we may not always be able to contact you, for example because of legal or regulatory restrictions.

## **6. OUR LIABILITY**

**6.1** You can usually use the Tide Platform at all times but we won't be liable if you suffer any losses if it is unavailable because of:

- (a) scheduled and emergency repairs, updates, or maintenance;
- (b) the failure of data processing systems; or

(c) events, circumstances or causes beyond our reasonable control.

**6.2** The tools and other services we provide on the platform are to help with the management of your business. You should not rely on calculations, forecasts or other information generated by our tools. These should be independently checked and verified by you.

**6.3** We will not be liable if you cannot use any Linked Services at any time or if any third party breaks their agreement with you.

**6.4** We will do all that we reasonably can to prevent unauthorised access to the Tide Platform and we will accept liability for any loss or damage resulting directly from any unauthorised access to the Tide Platform but excluding any loss of profits, loss of business, indirect or consequential loss (whether or not such losses were foreseeable) so long as you can show that you kept your mobile device safe, it was not subject to 'jailbreaking' or 'rooting', and you did not disclose your security details or fail to keep them secret.

**6.5** Notwithstanding any term of this agreement but without prejudice to clause 6.6 below, our total liability to you under this agreement shall not exceed the total fees received from you.

**6.6** Nothing in this agreement will limit our liability for:

(a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which cannot be limited or excluded by applicable law.

## **7. CHANGING THESE TERMS**

**7.1** We may ask you to agree to changes to these terms and conditions or to the services we provide, for example software updates or improvements in functionality, on the Tide Platform through the website or app.

**7.2** We can also change any of these terms and conditions, including introducing or changing charges, provided we give you at least 60

calendar days notice in advance. 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 Tide Platform.

## **8. CONTACTING ONE ANOTHER**

- 8.1** If we need to contact you about your Tide Platform, we will normally do so through your Tide Platform secure inbox. You should therefore log on to the Tide Platform secure inbox regularly so you don't miss important communications from us, for example, in relation to any changes we need to make. We recommend that you log in at least once a week.
- 8.2** We may also communicate with you by email, SMS, post or telephone.
- 8.3** You must tell us if your contact details change. If you don't tell us, we won't be responsible if we can't contact you or we use out of date contact details to send you information.
- 8.4** You can contact us by sending an instant message on the Tide Platform secure inbox.

## **9. ENDING THIS AGREEMENT**

- 9.1** You may end your use of the Tide Platform at any time by messaging Customer Services through the Tide Platform secure inbox.
- 9.2** We can end this agreement by giving you at least 5 calendar days notice in advance, via the Tide Platform secure inbox.
- 9.3** If you have a query regarding your use of the Tide Platform, you can send us an instant message via the Tide Platform secure inbox.

## **10. INTELLECTUAL PROPERTY**

- 10.1** Tide and any third party software providers own all intellectual property rights relating to the Tide Platform. Tide grants you a limited right to use the Tide Platform on the terms of this agreement.

**10.2** Tide uses licensed third party software (Licensed Technology) to operate the Tide Platform. Licensed Technology remains the property of the relevant licensor and Tide does not grant you any sub license to use Licensed Technology except to operate your account via the Tide Platform.

**10.3** Except as permitted in this agreement, you may not use, copy, reproduce, incorporate, distribute, sublicense, adapt, enhance, modify, decompile, reverse engineer, display, or provide the Tide technology or any Licensed Technology to any other person.

## **11. COMPLAINTS**

**11.1** If you have a complaint, please contact Customer Services through the Tide Platform secure inbox.

**11.2** All complaints will be subject to our complaints procedure, which we can provide to you upon request.

## **12. HOW WE USE YOUR PERSONAL INFORMATION**

**12.1** You may provide us with information about you from time to time in connection with your use of the Tide Platform. Some information will be necessary for us to provide you with the Tide Platform. You must update any changes to your information via the Tide Platform secure inbox.

**12.2** Except as required by law, or in accordance with this agreement, your information will not be passed to anyone without your permission. We can at any time request evidence of identity from you.

**12.3** We may use an ID verification agency or credit reference agency (whose names and addresses will be provided to you on request) both prior to and throughout your use of the Tide Platform to verify your identity and who will add details to your record of our request for a search.

**12.4** This may involve providing your information to our partners, affiliates, agents, distributors, suppliers. 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.

- 12.5** You agree that we can use your information in connection with your use of the Tide Platform and to enable us to review, develop and improve our products and services.
- 12.6** If you have agreed, we or third parties may also contact you about services that are of interest to you.
- 12.7** You may contact us at any time to request us to stop such use or further disclosure to other companies for such use.
- 12.8** You have a right to inspect the information we hold about you however, we will ask you to pay an inspection fee of £10 to cover our costs. For further information please contact us via the Tide Platform secure inbox.

You hereby irrevocably consent to transfer of your personal data in any of the circumstances described in clause 13 below.

- 12.9** We are the data controller of your personal data and will always process your personal data in accordance with the Data Protection Act 1998.

**12.10** We will:

- (a) only carry out processing of any of your personal data in accordance with the terms of our privacy policy;
- (b) implement appropriate technical and organisational measures to protect any of your personal data against unauthorised or unlawful processing and accidental loss or damage;
- (c) only transfer your personal data to countries outside the European Economic Area that ensure an adequate level of protection for the rights of the data subject after written authorisation by you which may be granted subject to such conditions as you deem necessary;
- (d) take all reasonable steps to ensure that your information is

kept secure against unauthorised access, loss, disclosure or destruction.

- (e) take reasonable precautions to preserve the integrity of any data which we process and to prevent any corruption or loss of such data;
- (f) make a backup copy of such data every week and record the copy on media from which the data can be reloaded if there is any corruption or loss of the data; and
- (g) in such event and if attributable to any default by us, promptly restore the data at our own expense or, at your option, promptly reimburse you for any reasonable expenses you incur in having the data restored by a third party.

### **13. GENERAL**

**13.1** You will not assign or transfer any of your rights and benefits under this agreement. We may at any time assign, transfer or subcontract any or all of our rights and benefits under this agreement without prior written notice to you.

**13.2** We may assign transfer or subcontract any or all of our obligations herein to any group company, affiliate or selected third party: (a) by giving 60 calendar days prior notice in writing or (b) at any time (with or without notice) to comply with any law or regulation or (c) on valid request by a Linked Service provider.

**13.3** Even if we delay or fail to exercise any right or remedy under this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement that will not mean that you do not have to do those things nor will it prevent us taking steps against you at a later date.

**13.4** If any provision of this agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.



**13.5** All the information we give you and all communications between you and us will be in English.

**13.6** This agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, will be governed by, and construed in accordance with, the law of England and Wales.

**13.7** We both agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

**13.8** No third party who is not a party to this agreement has a right to enforce any of its terms.

By entering into this agreement, I confirm that I am using the Tide Platform for the purposes of a business carried on by me or intended to be carried on by me, and I undertake to use the Tide Platform accordingly.