

Tide Card Terms

Tide Platform Limited (“**Tide**”), in collaboration with ClearBank Limited (“**ClearBank**”) and PrePay Technologies Limited (“**PPS**”), allows you to use the Tide Platform (as defined below) through your Tide account (the “**Tide Platform Account**”), with the additional benefit of keeping your money in a bank account provided by ClearBank (the “**Tide Business Account**”) which is linked to a pre-paid Mastercard provided by PPS (the “**Tide Card**”). Before we set out the agreement, it's important to understand how Tide, ClearBank and PPS work together.

- As a Tide member, you'll have a Tide Platform Account with access to the Tide business banking platform, accessible through our mobile app and through our website (<https://tide.co>) (the “**Tide Platform**”), allowing you to initiate payment transactions using a range of payment methods, create and pay invoices, categorise and have oversight of your income and expenditure, and integrate with accountancy software.
- Linked to your Tide Platform Account, you will also have a Tide Business Account, which is provided by ClearBank. The Money you deposit into the Tide Business Account is deposited with ClearBank. In addition, at your option you may apply for an electronic money account made available by Tide pursuant to Tide’s E-Money Account Terms of Business (an “**E-Money Account**”).
- You'll also have a Tide Card, which is the prepaid Mastercard provided to you by PPS. The Tide Card is linked to the Tide Business Account so that card payments made using your Tide Card will be deducted automatically from your Tide Business Account.
- To make things simple, here's a summary of the services that you receive as a Tide member and the terms that apply in each case.

| Service | Who's providing the service to you? | Which terms apply to the service? |
|--|-------------------------------------|--|
| Providing you with the Tide Platform and the member support on behalf of itself, ClearBank and PPS (the “ Tide Platform Services ”) | Tide | Tide Platform Terms of Use (the “ Tide Terms ”) |
| Providing you with a Tide Business Account (the “ Bank Account Services ”) | ClearBank | Bank Account Terms (the “ Bank Account Terms ”) |
| Providing you (and any additional cardholders) with a Tide Card (the “ Tide Card Services ,” and together with the Tide Platform Services and the Bank Account Services, the “ Services ”) | PPS | Tide Card Terms and Conditions (the “ Tide Card Terms ” and together with the Tide Terms and the Bank Account Terms, the “ Terms ”)) |

Please make sure you've read all of the Terms carefully, before accepting them, which are made available to you via the Tide Platform during the application process.

Member support will always be provided by Tide – so whether it’s a technical issue with the Tide Platform, a problem with your Tide Card(s), or a question about your Tide Business Account – just contact the Tide member support team via the Tide member support function on the Tide Platform or as otherwise provided for in these Tide Card Terms.

Important information you need to know about these Tide Card Terms:

These Tide Card Terms are entered into between PrePay Technologies Limited (“we”, “us”, “our” or “PPS”) as issuer of the Tide Card and you, being the business that has agreed to these Tide Card Terms (“you” or “your”). PPS is the party that issues the Tide Card and these terms apply to your use of the Tide Card. Please read these Tide Card Terms carefully before you activate your Tide Card or use any Tide Card services. PPS is a company registered in England and Wales with number 04008083 who can be contacted at PO BOX 3883 Swindon SN3 9EA. PPS is a principal member of Mastercard and an Electronic Money Institution authorised by the FCA (FRN900010).

The information set out in this document forms the agreement for your Tide Card and services that we may provide to you. By confirming that you accept these Tide Card Terms, or by activating your Tide Card and/or using our services, you accept these Tide Card Terms. If there is anything you do not understand or if you have any difficulties using your Tide Card, please contact Tide member services using the contact details in paragraph 20 of these Tide Card Terms.

If you wish to notify us of anything under this Agreement you should do so via the Tide Platform and the Tide member support team, contact details for which are set out in clause 20. If we need to notify you, or we need to enforce any of our rights under this Agreement, we may do so through Tide, subject to our arrangements with them.

It is important that you understand that your Tide Business Account is not provided by us and instead is provided to you by ClearBank in accordance with the Bank Account Terms that you have agreed with ClearBank.

1. DEFINITIONS

“**Account Information Services**” means an online service that provides consolidated information on accounts held by you with one or more payment service providers such as banks.

“**Account Information Services Provider**” means a third-party payment service provider, which is authorised by its Regulator, to provide Account Information Services with your explicit consent, and under a separate agreement that you have signed with them.

“**Account Maximum Balance**” means the maximum balance you can have on your Tide Card as referred to in paragraph 2.

“**Apple Pay**” means the mobile payment and digital wallet service created by Apple that allows Tide Cardholders to make payments from their Tide Card using certain Apple devices (subject to and in accordance with Apple Pay terms of use).

“**Applicant**” means the person applying to use the services provided by us in these Tide Card Terms. For a Non-Limited Business, this must be the sole trader or a partner, and for a Limited Organisation, this must be one of the listed directors of your Institution.

“**ATM**” means an automated teller machine.

“**Authorised Third Party Provider**” means an Account Information Service Provider and/or a Payment Initiation Service Provider.

“**Available Balance**” means the value of available funds in your Tide Business Account.

“**Bank Account Terms**” means the terms and conditions relating to your Tide Business Account as agreed between you and Clearbank.

“**Cash Deposit Partner**” means a partner of PPS which accepts cash, allowing Tide Cardholders to load their Tide Business Account using their Tide Card (subject to applicable fees, see Tide Terms for details). A list of these partners can be found on the Website or via the Tide Platform.

“**Clearbank**” means Clearbank Limited (company number 09736376), registered office Floor 5, 133 Houndsditch, London, EC3A 7AH who are authorised by the Prudential Regulation Authority (PRA), and regulated by the Financial Conduct Authority (FCA) and the PRA under firm reference number 754568.

“**Contactless**” means a payment feature that provides Tide Cardholders with a way to pay by tapping the Tide Card on a contactless point-of-sale terminal reader, for Tide Card Transactions of up to £30 (as amended from time to time).

“Customer Services” means the team responsible for supporting queries relating to your Tide Cards. Contact details for Customer Services can be found in paragraph 20.

“Data Protection Laws” means the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) and any applicable replacement laws or regulations as may be in force and applicable, from time to time.

“EEA” means the European Economic Area, which currently includes all countries in the European Union together with Iceland, Norway and Liechtenstein.

“E-money” means the electronic money associated with your Tide Cards.

“Full Deductible Amount” means the full amount of the Tide Card Transaction, including the Tide Card Transaction along with any associated fees, charges and taxes.

“Google Pay” means a mobile payments app created by Google that allows Tide Cardholders to make payments from their Tide Card using their mobile device (subject to and in accordance with Google Pay terms of use).

“Information” means any information related to the Institution, and any personal information related to an Applicant, a Tide Platform User, a holder of Tide Business Account or Tide Cardholder.

“Institution” means a Limited Organisation or Non-Limited Business.

“Limited Organisation” means a Limited Company, Limited Liability Company, Limited Liability Partnership, trusts, not-for-profit or government agencies incorporated in the UK.

“Mastercard” means Mastercard International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York, 10577 USA.

“Mastercard Acceptance Mark” means the Mastercard International Incorporated Brand Mark, indicating acceptance of the Tide Card.

“Merchant” means 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 established in the UK.

“Passcode” means the passcode or thumbprint or other method you or any Tide Platform User use to identify yourself and which is used for authorising any payments from the Tide Card.

“PIN” means your four-digit personal identification number for use with the Tide Card.

“Regulator” means the Financial Conduct Authority in the UK or another European financial services regulator.

“Team Card” means any Tide Cards issued, other than the first Tide Card issued under these Tide Card Terms.

“Tide” means Tide Platform Ltd, a company registered in England and Wales with number 09595646 and whose registered office is at 2nd Floor, White Bear Yard, 144a Clerkenwell Road, London, England, EC1R 5DF.

“Tide Business Account” means the deposit account provided to you by Clearbank in accordance with the Bank Account Terms.

“Tide Card” means any prepaid Mastercard card issued under these Tide Card Terms, including any Team Card.

“Tide Cardholder” means an individual selected by the Institution to whom a Tide Card is issued to.

“Tide Card Number” means the 16-digit number on the front of your Tide Card.

“Tide Card Owner” means the entity legally responsible for a Tide Card. For a Non-Limited Business, this is either the individual acting in capacity as a sole trader, or the partners of a partnership. For a Limited Organisation, this is the Institution itself.

“Tide Card Transaction” means a transaction entered into using your Tide Card, including withdrawing cash using an ATM or purchasing a good and/or service using the Tide Card either in person, using contactless, over the internet or over the telephone including any use of your Tide Card to make payments using Apple Pay or Google Pay.

“Tide Platform” has the meaning set out in the Tide Terms.

“Tide Platform User” has the meaning set out in the Tide Terms.

“Tide Terms” means the terms and condition between you and Tide which you agreed to when agreeing to these Tide Card Terms, a copy of which can be found on the Tide Platform.

“Transaction Limits” means maximum limits that you can have in relation to the Tide Card, such as limits on transactions as referred to in paragraph 2.

“We”, “Us”, “Our” or “PPS” means 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” means www.tide.co

“Working Day” means Monday to Friday, but not including bank or public holidays in England.

“You” or “Your” means you, the business which has entered into these Tide Card Terms with PPS (and where applicable all people that you authorize to act for you).

2. TRANSACTION LIMITS

2.1 Subject to any further risk assessment requirements, on opening a new account, Transaction Limits are set. Transaction Limits can be changed at our discretion at any time to comply with our regulatory obligations and to reduce the risk of financial crime. You are able to view any Transaction Limits applicable to your Tide Card via the Tide Platform. If you require higher limits, you may request a Tide Card review by contacting Customer Services and you can contact Customer Services at any time to ask about the limits applicable to your account.

3. SCOPE OF THESE TIDE CARD TERMS

3.1 Your Tide Card is an e-money prepaid card and not a credit, charge or debit card.

3.2 Your Tide Card has been issued by us pursuant to our licence from Mastercard. The prepaid value used to transact using your Tide Card is electronic money issued by us and distributed and administered by Tide as agent of PPS. You agree to fund our issuance of electronic money to your Tide Card using your Tide Business Account and you agree to transfer such funds to us from your Tide Business Account as are necessary for you to purchase E-Money from us so that we can settle with Mastercard for Tide Card Transactions that you make with your Tide Card. To this end, under the Bank Account Terms, you will have granted ongoing authorisation to ClearBank to transfer immediately upon notification from us a corresponding amount from your Tide Business Account to your Tide Card for the value of each Tide Card Transaction; ClearBank will make this transfer immediately and, on a transaction-by-transaction basis. You will not be able to cancel such a transfer once you have authorised a Tide Card Transaction. 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 Tide Card are subject to these Tide Card Terms between you and us; you have no rights against Mastercard or its respective affiliates. The Tide Card remains our property.

3.3 The Tide Card can only be used to make Tide Card Transactions and as the Mastercard licenced card issuer we will facilitate refunds in relation to your Tide Card. Your use of the Tide Card is subject to the following restrictions:

(a) you cannot initiate a payment order to transfer value to be held as prepaid electronic money on your Tide Card. When you use your Tide Card for a Tide Card Transaction, we will initiate a request for a corresponding payment from your Tide Business Account to us in accordance with clause 3.2;

(b) we will only accept payment for electronic money to be issued to your Tide Card from your Tide Business Account;

(c) we will not store value on your Tide Card other than as necessary to settle a Tide Card Transaction. We will automatically transfer any excess electronic money and any refunds we receive on your behalf to your Tide Business Account and by entering into these Tide Card Terms you instruct us to do so;

3.4 These Tide Card Terms are written and available only in English and we undertake to communicate with you in English regarding any aspect of your Tide Card.

3.5 You agree that we and Tide may communicate with you by e-mail and/or SMS and/or via the Tide Platform for issuing any notices or information about your Tide Card and therefore you must ensure you keep your e-mail address and mobile phone number updated via the Tide Platform.

3.6 Our issuance to you of a Tide Card for use in accordance with these terms does not amount to the provision of a payment account and accordingly we will not permit Authorised Third-Party Providers to access transaction information arising on your Tide Card or initiate payment transactions using your Tide Card.

4. APPLYING AND REGISTERING YOUR ACCOUNT

4.1 You will automatically be issued with a Tide Card following your opening of a Tide Platform Account and Tide Business Account. You may also be entitled to apply for additional Team Cards through the Tide Platform in accordance with the Tide Terms.

4.2 We will issue your Tide Card to you on the basis of the Information that has been provided by you through the Tide Platform. You must ensure that the information you provide through the Tide Platform is accurate and notify any changes as soon as possible through the Tide Platform so that our records remain correct.

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

4.4 It is your responsibility to keep us updated of changes to your details by using the Tide Platform.

5. RECEIVING AND ACTIVATING A CARD

5.1 Tide Platform Users may apply for Team Cards via the Tide Platform which will be posted to the address registered by you with Tide (note that the initial Tide Card issued to you will be sent to the registered address of the Business). Each Tide Card you are permitted to request through the Tide Platform shall be issued to the individual selected by the Institution when it requested the Tide Card.

5.2 When the Tide Card is received, it must be signed by the selected Tide Cardholder immediately and should then be activated via the Tide Platform.

5.3 Once the Tide Card has been activated, the Tide Platform will give the Tide Cardholder the option to reveal the PIN. The PIN should never be revealed to anybody other than the Tide 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 Tide Cardholder must not select a PIN that may be easily guessed, such as a number that:

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

5.4.2 is part of data imprinted on the Tide 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 Tide Cards issued and their use and the actions undertaken by all Tide Cardholders under these Tide Card Terms and any fees or charges that these Tide Cards may incur.

6. USING THE CARD AND CARD EXPIRY

6.1 The Tide 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 will apply, see the Tide Terms for more information). A Tide Cardholder can authorise a Tide Card Transaction at any Merchant by entering the PIN or other security code, if the Merchant does not accept chip and PIN authorisation, the Merchant may allow the Tide Cardholder to authorise the Tide Card Transaction by signature of the receipt. A Tide Card Transaction can also be authorised by tapping the Tide Card against a Contactless enabled reader. A Tide Cardholder can also authorise a transaction via Apple Pay or Google Pay when the functionality is made available. A Tide Cardholder may be required to undergo additional authentication steps to authorise certain Tide Card Transactions. Please be aware that you may not usually stop a Tide Card Transaction once it has been authorised as at that point it is deemed to be received by us. We may refuse to execute a Tide Card Transaction if we suspect that the Tide Card Transaction is unlawful or fraudulent.

6.2 The Tide Card is a prepaid card, which means that you must purchase E-Money from us in relation to Tide Card Transactions and you will instruct Clearbank to initiate a payment to us from your Tide Business Account. A Tide Cardholder must not use the Tide Card if there is insufficient available funds in your Tide Business Account to meet the full amount of the Tide Card Transaction, including any associated fees, charges and taxes and any additional ATM charges. Please note that your Tide Card Transactions will be executed in sterling and we will only accept payment for e-money value issued to your Tide Card from your sterling Tide Business Account and not any other account you may have on the Tide platform in another currency. This is important to note in respect of any foreign transaction fees you may incur in connection with Tide Card Transactions.

6.3 Due to security safeguards, Merchants that accept the Tide Card are required to seek authorisation from us for all of the Tide Card Transactions that are made by the Tide Cardholder. There are some circumstances where Merchants may require the Tide Cardholder to have available funds greater than the value of the Tide Card Transaction they wish to make. The Tide

Cardholder will only be charged for the actual and final value of the Tide Card Transaction they make. Merchants request this as they may need to access more funds than the Tide 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.

In these circumstances we will check that sufficient funds up to the amount requested for verification by a Merchant are available in your Tide Business Account. This will temporarily impact the balance available in your Tide Deposit Account. 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 balance available in your Tide Business Account to make sure sufficient funds are available to cover all purchases.

6.4 The Tide Card must not be used in situations where it is not possible to obtain online authorisation that the Tide Cardholder has sufficient balance in their Tide Business Account to cover the purchase of electronic money from us to cover the Tide Card Transaction. For example, but not limited to, Tide Card Transactions on trains, ships, and some inflight purchases.

6.5 The Tide 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 Tide Card should not be used as a form of identification.

6.7 The Tide Card may not be used for any illegal purpose or in any manner prohibited by law, nor for gambling, for any adult entertainment or transactions that include, but are not limited to, purchasing traveller's cheques, lottery tickets, casino gaming chips, money orders, deposits and wire transfer money orders.

6.8 We or Tide on our behalf may ask you to surrender any Tide Cards at any time for a valid reason in accordance with the provisions in paragraph 15 of these Tide Card Terms.

6.9 If a retailer agrees to give a refund for a purchase made using the Tide Card, when we receive the funds we will transfer them to your Tide Business Account and you consent to us doing so.

6.10 The Tide Card can be used to make Tide Card Transactions in currencies other than pounds sterling, the amount of electronic money issued to your Tide Card required to meet the Tide Card Transaction 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 Working Day and changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate and they may change between the time a Tide Card Transaction is entered into and the time we request funding from your Tide Business Account. You can find out the exchange rate applied to a Tide Card Transaction in your transaction history on the Tide Platform. We will charge an additional foreign transaction fee for certain foreign currency Tide Card Transactions. Please see Tide Terms for more information.

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

6.12 Although we will transfer any funds we receive for you in connection with your Tide Card to your Tide Business Account should we hold any electronic balance for you at a Tide Card expiry that is not transferred to your Tide Business Account, it will remain yours for a period of six years from the expiry date. We will not return any electronic money funds remaining issued against the Tide Card after six years from Tide Card expiry and these Tide Card Terms will terminate.

7. USING A TIDE CARD TO ADD FUNDS TO YOUR TIDE BUSINESS ACCOUNT

7.1 A Tide Cardholder can check the balance of their Tide Business Account at an ATM or on the Tide Platform.

7.2 Subject to the Bank Account Terms (including any maximum cash deposit limits) and fees and processing times as detailed in the Tide Terms, Tide Cardholders can add funds to their Tide Business Account using cash by visiting any of the Cash Deposit Partners premises and using their Tide Card. PPS shall transfer funds corresponding to the amount of GBP cash accepted by the Cash Deposit Partner to your Tide Business Account (note, this may be subject to fees as detailed in the Tide Terms).

7.3 We may at any time, without prior notice to you, suspend or terminate your ability to use a Cash Deposit Partner to effect a deposit of cash into your Tide Business Account if:

7.3.1 we are notified by Tide that your Tide Business Account has reached any maximum balance or account limits or cash deposit limits; or

7.3.2 the Tide Card or the Tide Business Account is inactive or blocked; or

7.3.3 to prevent any actual or suspected financial crime or if we suspect fraudulent activity on the Tide Card; or

7.3.4 to do so is prohibited by any law.

7.4 Any electronic money we issue in connection with your Tide Card and any funds we receive in respect of refunds will not earn any interest.

8. CHECKING TRANSACTIONS

8.1 Tide Platform Users can check your Tide Card Transaction history via the Tide Platform.

8.2 Your monthly Tide Card statements detailing your Tide Card Transactions will be made available in pdf format on the Tide Platform for you to view and download. Tide will notify you monthly via email or other medium when they become available.

9. LIABILITY FOR TIDE CARD TRANSACTIONS, CANCELLING, CLOSING YOUR TIDE CARDS and TIDE CARD E-MONEY ACCOUNT AND REDEEMING E-MONEY

9.1 You may cancel your Tide Cards and terminate your relationship with us at any time (including before activating the Tide Cards), by messaging Customer Services through the Tide Platform. Any funds we hold or receive for you in connection with a cancelled Tide Card will be transferred to your Tide Business Account. Where you have used a Tide Card to consent to a Merchant payee initiating a Tide Card Transaction before you request the cancellation of that Tide Card, we may not be able to stop the Tide Card Transaction and are entitled to complete it.

9.2 Once the Tide Cards have been cancelled and any funds due to you transferred to your Tide Business Account your relationship with us and these Tide Card Terms will terminate. However, if paragraph 9.3 applies to your Tide Card then your relationship with us will remain active and your Tide Card Terms will continue to apply to you until there is no money outstanding to us.

9.3 If we find any additional transactions, fees or charges have been incurred on your Tide Card following the processing of the cancellation request, we will call for equivalent funds from your Tide Business Account. If we are unable to obtain reimbursement from your Tide Business Account, Tide will attempt to recover such amounts taking such steps as set out in the Tide Terms. We and Tide each reserve the right to take all steps necessary, including legal action, to recover any monies outstanding

9.4 If you fail to fund any Tide Card Transaction due to insufficient funds in your Tide Business Account for the purchase of E-Money to settle such Tide Card Transaction, Tide will attempt to recover such amounts taking such steps as set out in the Tide Terms, We and Tide each 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 Tide Cards issued and for your relationship with us. You must ensure that all the users of your Tide Cards including the Tide Platform Users and any Tide Cardholders understand and comply with these Tide Card Terms.

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

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

10.4 It is your responsibility to ensure Tide Cardholders sign their Tide Card as soon as they receive it and keep it safe. They must also keep safe any security information or credentials related to the Tide Card and the Tide Platform.

10.5 You will be liable for all unauthorised Tide Card Transactions that arise from the use of a lost or stolen Tide Card or Tide Platform security information or the misappropriation of the Tide Card or the Tide Platform or if a Tide Platform User or a Tide Cardholder fails to:

10.5.1 keep the Tide Card and/or security features of the Tide Card or Tide Platform safe;

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

10.6 You must ensure the Tide Cardholder and/or all of the Tide Platform Users do not:

10.6.1 allow another person to use a Tide Card, PIN or Passcode or security information related to the Tide Platform.

10.6.2 write down Passcode(s), PIN or any security information related to Tide Card or Tide Platform 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, Passcode or password or any other security information related to Tide Card or Tide Platform, 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 should never allow a third party other than the Tide Cardholder or a Tide Platform User to use or access your Tide Card or the Tide Platform.

10.8 You and the Tide Platform Users must not disclose or make available your Tide Platform credentials to a third party.

11.9 You will be responsible for all Tide Card Transactions which either you, the Tide Platform Users or any Tide Cardholder authorise.

10.10 You will be liable for all Tide Card Transactions that take place as a result of you, any Tide Platform User or Tide Cardholder acting fraudulently or failing to comply with these Tide Card Terms with intent or gross negligence. You consent to us calling for funds from your Tide Business Account to meet any such Tide Card Transactions and any fees and charges relating to such transactions and deducting them from the resulting electronic money.

10.11 It is your responsibility to keep us updated through the Tide Platform 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 Tide Card, including the provision of refunds to which you might be entitled or to let you know about changes to these Tide Card Terms.

10.12 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 these Tide Card Terms and/or any breach of these Tide Card Terms or fraudulent use of the Tide Card or Tide Platform log in details, or PIN or Passcode by or authorised by either you, a Tide Platform User or any Tide Cardholders.

10.13 The Tide Platform 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 Tide Platform on such a device is at your or the Tide Platform User'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 Tide Card, or if the Tide Card is damaged or malfunctions, you must ensure that the Tide Cardholder blocks their Tide Card via the Tide Platform immediately or contact Customer Services so that we can block the Tide Card and PIN.

11.2 In the event that the Tide Cardholder either blocks their Tide Card or they notify us in accordance with these Tide Card Terms that their Tide Card has been lost or stolen you will be liable for a maximum of £35 of any loss that takes place prior to us being notified (subject to clause 11.4).

11.3 Provided that the Tide Cardholder has 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 relating to Transactions authorised after the date on which the Tide Cardholder blocked its Tide Card or informed Customer Services. The Tide Cardholder can request a replacement Tide Card via the Tide Platform, subject to any applicable requirements under the Tide Terms.

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

12. FEES

12.1 Your use of the Tide Card is subject to the fees set out in the Tide Terms.

12.2 Tide will deduct any taxes or charges due from any Transaction arising on your Tide Card. If there are no funds, or taxes or charges exceed the balance of funds available, Tide will attempt to recover such amounts taking such steps as set out in the

Tide Terms. We and Tide each reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

13. UNAUTHORISED AND INCORRECTLY EXECUTED TIDE CARD TRANSACTIONS

13.1 If you have a reason to believe that a Tide Card Transaction was unauthorised by either you, a Tide Platform User or a Tide Cardholder or was made incorrectly, or if a payment is taken by a Merchant without you knowing how much the payment is going to be and the payment is for more than you were expecting, you must ensure that you, a Tide Platform User or a Tide Cardholder informs us immediately via the Tide Platform or using any of the other contact details set out in the Tide Terms, but in any event within 13 months of the date of the relevant transaction. For further details on how such matters will be resolved please refer to clause 16 (“If Something Goes Wrong”) of the Tide Terms.

13.2 Following any refund that may be applicable pursuant to clause 13.1, we will have no further liability to you relating to such matter. Please note that we are not obliged to refund amounts under clause 13.1, and you will be liable for all unauthorised Tide Card Transactions, if we have reason to believe that either you, a Tide Platform User or the Tide Cardholder have acted fraudulently or deliberately or with gross negligence failed to keep the Tide Card, Tide Card security information or Tide Platform credentials safe in accordance with these Tide Card Terms, or where you have failed to notify us without undue delay on becoming aware that the Tide Card, security information related to the Tide Card or Tide Platform credentials has been lost or stolen. In such circumstances we may also notify the police or any other authority permitted by law.

13.3 If funds have been paid to us for your account or transferred to your Tide Business Account by mistake it may be necessary to reclaim such funds. Please see clause 16.5 of the Tide Terms for details.

14. VARIATION

14.1 We may change these Tide Card Terms, 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 on the Tide Platform. If we give you two months’ notice of changes to these Tide Card Terms which relate to the availability of a new service or functionality, you will be deemed to accept such changes if you chose to use the new service or functionality before expiry of the two months’ notice period. You will not be deemed to have accepted any changes which do not relate to the new service or functionality.

14.2 If you do not agree with the changes to the Tide Card Terms, you may at any time within the two months’ notice period terminate these Tide Card Terms and terminate your Tide Cards in accordance with paragraph 9.1 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 There are some situations where we may make changes to these Tide Card Terms without telling you in advance. For example:

14.3.1 if the change is in your favour, if we reduce your charges, if we make these Tide Card Terms fairer to you, or if we introduce a new service or feature from which you can benefit.

14.3.2 we make a change because a change in law or regulation says that we have to by a particular date, and there isn’t time to give you notice.

14.3.3. if there are minor changes to the Tide Cards or the way they operate that do not affect the quality of the service, the account functions or your rights under the Tide Card Terms.

14.4 If any part of these Tide Card Terms are 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 Tide Card Terms to reflect the new regulatory requirements when they are next reprinted.

15. TERMINATION OR SUSPENSION

15.1 We can terminate these Tide Card Terms at any time:

15.1.1 if we give you two months’ notice, or

15.1.2 with immediate effect if you, a Tide Platform User or the Tide Cardholder have breached these Tide Card Terms, or if we have reason to believe that you, a Tide Platform User or the Tide Cardholder have used, or intend to use the Tide Card 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; or

15.1.3 If you cease to have a Tide Business Account.

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

15.2.1 we discover any of the Information that the Applicant provided when applying for a Tide Business Account and/or Tide Card was incorrect; or

15.2.2 we believe that this is necessary for security reasons; or

15.2.3 we suspect or to prevent suspected unauthorised or fraudulent use of any Tide Cards, or any security credentials related to any Tide Cards; or

15.2.5 any legal obligations require us to do so; or

15.2.6 you, a Tide Platform User or any Tide Cardholders have breached these Tide Card Terms or we have reason to believe that you, a Tide Platform User or any Tide Cardholders have used, or intend to use the Tide Card or the Tide Platform or the 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 any Tide Cards 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 under these Tide Card Terms following termination by either you or us, then subject to these Tide Card Terms, you shall pay to us any such sum or fees and/or charges validly applied whether before or after termination. Tide will attempt to recover such amounts taking such steps as set out in the Tide Terms. We and Tide each 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 these Tide Card Terms (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 Tide Card is faulty due to our default, our liability shall be limited to replacement of the Tide Card;

16.1.4 where a Tide Card Transaction is incorrectly executed 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 Tide Business Account as a result the use of your Tide Card but you, a Tide Platform User or Tide Cardholder did not authorise such use of the Tide Card in accordance with these Tide Card Terms 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 any funds we hold for you.

16.2 Nothing in these Tide Card Terms shall exclude or limit our liability for death or personal injury resulting from our negligence or for fraud or fraudulent misrepresentation or for any liability that cannot be excluded or amended by law.

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 these Tide Card Terms.

16.5 In the event of suspected or actual fraud or security threat to any Tide Cards, we or Tide on our behalf will use SMS, telephone, post, email or another secure procedure to contact you. Through Tide we may ask you to verify their identity or identity of any Tide Cardholders for security purposes.

17. YOUR INFORMATION

17.1 Some personal data will be necessary for us to provide you with Tide Cards and services under these Tide Card Terms, we are the Data Controller and only use your personal data for this purpose. Please see the Privacy Policy published at <https://www.tide.co/privacy> for full details on the personal data that we hold, how we will use it and how we will keep it safe.

18. COMPLAINTS PROCEDURE

18.1 Complaints regarding any element of the service provided by us can be sent to the Tide member support via instant messaging through the Tide Platform.

18.2 All complaints will be subject to the complaints procedure identified on the Tide Platform and Tide will administer any complaints you may have in connection with a Tide Card on our behalf. Tide will provide you with a copy of the applicable complaints procedure upon request and, if you make a complaint, a copy of the complaints procedure will automatically be posted to you.

18.3 If your complaint is not resolved to your satisfaction you may be able to 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.

19. GENERAL

19.1 We will only transfer the Tide Cards and benefits under these Tide Card Terms to an incoming business owner in circumstances determined by Tide under the Tide Terms.

19.2 Any delay or failure to exercise any right or remedy under these Tide Card Terms 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 these Tide Card Terms are 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 these Tide Card Terms and you shall be the sole party to the contract between us. You will remain liable until all Tide Cards issued to you are terminated and all sums due under these Tide Card Terms 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 these Tide Card Terms.

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

19.6 These Tide Card Terms contain the information set out in Schedule 4 of the Payment Service Regulations 2017 and you can obtain a copy of these Tide Card Terms at any time by visiting the Tide Platform or the Website.

19.7 These Tide Card Terms are governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.

19.8 The Financial Services Compensation Scheme is not applicable to your use of the Tide Card or services provided under these Tide Card Terms. No other compensation schemes exist to cover losses claimed in connection with your Tide Card. 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 Tide Card you can send an instant message to Tide member services via the Tide Platform.

20.2 Lost, damaged or stolen cards can be reported via the Tide Platform and also by calling 0333 121 0266 (available 24 hours a day).

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