



## Modulr e-Wallet General Terms and Conditions

### 1. BACKGROUND

- 1.1. You have entered into an agreement with Peer Funding Limited t/a Sourced Capital (the “**Platform**”), a company registered in England and Wales under company number 08773883, whose registered office is at Capital House, 6 Webster Court, Warrington, WA5 8WD, for the provision of services (the “Platform Agreement”).
- 1.2. Under the terms of the Platform Agreement, you are required to open and maintain an Account with Us (defined below) to be used for the purpose and in accordance with the terms set out in the Platform Agreement, and you authorise the Platform to provide certain information and instructions to Us on your behalf.
- 1.3. We are a provider of Payment Products, which includes the provision of an e-money account and the issue of e-money by Us. These e-Wallet Terms and Conditions (these “Terms and Conditions”) govern the Payment Products that We agree to provide to you.
- 1.4. Your Account is an e-money account and the electronic money associated with it is issued to you by Us. Your rights and obligations relating to the use of this Account are subject to these Terms and Conditions between you and Us.
- 1.5. These Terms and Conditions set out the terms on which the Payment Products are provided and constitute the entire agreement between Us and you.
- 1.6. By agreeing to open an Account and/or using Our services, you accept these Terms and Conditions.
- 1.7. These Terms and Conditions are written and available only in English and We undertake to communicate with you in English regarding any aspect of your Account.
- 1.8. You agree that We or the Platform may communicate with you by e-mail or telephone for issuing any notices or information about your Account and therefore it is important that you ensure you keep your e-mail address and mobile phone number updated.

### 2. DEFINITIONS AND INTERPRETATION

- 2.1. In these Terms and Conditions, the following capitalised terms shall bear the meanings set out below.
  - 2.1.1. **Account** - the electronic account, also known as e-Wallet Account provided by Us in accordance with these Terms and Conditions.
  - 2.1.2. **Account Information Service Provider** – a third party payment service provider who is authorised by or registered with the Financial Conduct Authority or another European regulator to provide online account information services, who, with your permission will be able to access certain online account information on one or more payment accounts held by you to give you a consolidated view of your payment accounts.
  - 2.1.3. **Account Limits** – maximum limits you can have in relation to your Account, such as account maximum balance, and limits on receiving and sending payments from your Account.
  - 2.1.4. **Account Manager** – the Platform and any other individual person or persons authorised by you to be responsible for the management of the Account.
  - 2.1.5. **Application Programming Interface (API)** – the interface(s) provided by Us to you (and the Platform to provide information and instructions on your behalf).

- 2.1.6. **Available Balance** - the value of funds available on your Account.
- 2.1.7. **Business Days** - Monday to Friday between the hours of 9am-5pm but does not include bank holidays, or public holidays in the United Kingdom.
- 2.1.8. **Customer Services** – the contact centre provided by Goji for dealing with your and your Account Manager’s queries about your Account – email: [customersupport@goji.investments](mailto:customersupport@goji.investments) – telephone: 02038655243 – address: Goji Customer Services, 133 Whitechapel High Street, London E1 7QA.
- 2.1.9. **Due Diligence Procedure** - Our procedures for carrying out due diligence on you in order to comply with Our policies and regulatory obligations.
- 2.1.10. **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.
- 2.1.11. **Goji** - Goji Financial Services Limited, a private limited company incorporated in England registered with the Registrar of Companies for England and Wales under company number 10234133 with its registered office at 133 Whitechapel High Street, London, England, E1 7QA.
- 2.1.12. **Intellectual Property Rights** – all patents, trademarks, service marks, trade names, domain names, business names, copyrights, design rights, database rights, rights to or in computer software, know-how, trade secrets, rights to or in confidential information and all other intellectual property rights and rights or forms of protection of a similar nature or effect which may subsist anywhere in the world whether or not registered or capable of registration, together with all applications for registration of, and any licence to use, any of the foregoing;
- 2.1.13. **Online Portal** – the website provided by Us for Platform, acting as your Account Manager, to access via the public internet and to provide instructions to us.
- 2.1.14. **Payment Products** – those products, including but not limited to the Account, referred to in these Terms and Conditions.
- 2.1.15. **Payment Initiation Service Provider** – a third party payment service provider authorised by or registered with by the Financial Conduct Authority or another European regulator to provide an online service to initiate a Transaction at your request on your Account.
- 2.1.16. **Platform** – shall bear the meaning in clause 1.1.
- 2.1.17. **Platform Agreement** – shall bear the meaning in clause 1.1.
- 2.1.18. **Services** - electronic money and/or payment services pursuant to these Terms and Conditions.
- 2.1.19. **Transaction** – any debit, credit or other adjustment to an Account that affects the balance of monies held in it.
- 2.1.20. **TPP (Third Party Provider)** – means an Account Information Service Provider or a Payment Initiation Service Provider.
- 2.1.21. **We, Us, Our** – means, as the context demands, the provider of Payment Products and/or the provider of e-wallet Accounts.
  - 2.1.21.1. **Modulr Finance Limited** is the provider of the Payment Products and Modulr FS Limited is the provider of the e-Wallet Accounts.
  - 2.1.21.2. **Modulr Finance Limited** is a private limited company incorporated in England registered with the Registrar of Companies for England and Wales



under company number 09897957 with its registered office at 1 Hammersmith Broadway, London, W6 9DL.

2.1.21.3. **Modulr FS Limited** is a private limited company incorporated in England registered with the Registrar of Companies for England and Wales under company number 09897919 with its registered office at 1 Hammersmith Broadway, London, W6 9DL.

2.1.22. **Website** – means the customer portal that you can login to in order to use the Payment Products.

2.2. In these Terms and Conditions:

2.2.1. a reference to a clause is a reference to a clause in these Terms and Conditions;

2.2.2. headings are for reference only and shall not affect the interpretation of these Terms and Conditions;

2.2.3. the singular shall include the plural and vice versa;

2.2.4. a reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;

2.2.5. a reference to a party shall include its personal representatives, successors and permitted assigns;

2.2.6. reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

### 3. PAYMENT PRODUCTS

3.1. Payment Products are made up of the Account and related payment services which enable funds to be sent to the Account and paid out from the Account.

3.2. These payment services include receipts via Bacs, plus receipts and outgoing payments via Faster Payments and inter-Account transfers, and other payment services in and out of the Account which may be enabled from time to time.

3.3. The Account allows operation including the making of Transactions in accordance with these Terms and Conditions.

### 4. ROLE OF THE PLATFORM AS YOUR ACCOUNT MANAGER

4.1. Under the Platform Agreement, you authorise the Platform to access your Account and provide certain information and instructions to Us, which shall include but not be limited to making Transactions, viewing and retrieving Transaction data, initiating refunds and closing the Account.

4.2. You acknowledge and agree that We shall have no liability whatsoever with respect to the performance, availability or quality of services provided by the Platform.

4.3. You acknowledge and agree to the following:

4.3.1. The Platform will be granted full access to operate your Account as an Account Manager;

4.3.2. you are responsible for monitoring the Platform's activities on your Account and its use of the authority under the Platform Agreement.

4.3.3. you have no recourse against Us for any act or omission of the Platform with respect to your Account; and



- 4.3.4. you will only use the Account and instruct the Platform to use the Account for the purpose set out in the Platform Terms and Conditions.
- 4.3.5. The Platform, Goji and We may transfer your personal data between ourselves for the purposes of delivering the Services.
- 4.4. On receipt of notification by Us from the Platform on your behalf that you wish to terminate these Terms and Conditions, these Terms and Conditions shall be terminated. Any funds in your Account will be returned in accordance with these Terms and Conditions.

## **5. ACCOUNT LIMITS**

- 5.1. Limits may apply to the maximum value of an individual payment Transaction, the maximum aggregate value of all payment Transactions made from your Account in a particular time period e.g. during any one Business Day and the maximum number of payment Transactions made from your Account over a particular timeframe.
- 5.2. The limits that apply to your Account will be communicated to you during the Account set-up process. These limits may also change over time based on your Account usage; any such change will be communicated to you. You can check the limits at any time by contacting Customer Services. Any payment Transaction request which exceeds such limits will be rejected.
- 5.3. To manage Our risk, particularly with respect to money laundering, fraud or security concerns, We also apply internal controls, including limits, to certain types of payment. We change these as necessary but for security purposes, We do not disclose them.

## **6. OPENING YOUR ACCOUNT**

- 6.1. Your Account will be opened on your behalf by the Platform. You may only hold an Account so long as you remain an approved client of the Platform that provided you with your account details.

## **7. USING THE ACCOUNT**

- 7.1. Your Account can receive bank transfers and other payment types as added and notified to you by Us from time to time. Subject to clause 7.3, We will credit your Account when We receive the funds which could be up to three Business Days after the payment being instructed, depending on how the payment was sent.
- 7.2. Your Account can also receive internal transfers from other Accounts, which apply immediately.
- 7.3. An incoming payment will not be credited to your Account if:
  - 7.3.1. the Account has reached the Account Maximum Balance or Account Limits; or
  - 7.3.2. the Account is inactive or blocked or terminated; or
  - 7.3.3. the sender has provided incorrect/invalid Account Details for your Account; or
  - 7.3.4. We suspect the payment to be fraudulent.
- 7.4. If We are unable to credit your Account for any of the reasons in clause 7.3 then the funds may be sent back to the sender without a prior notification to you.
- 7.5. Your Account will be configured and operated by the Platform as your Account Manager. You agree that We may take instructions from the Platform in that capacity regarding the operation of your Account, including the creation of beneficiaries and instruction of payments, on your behalf. We have no liability for actions taken by the Platform. If you disagree with any actions taken by the Platform these should be discussed with the Platform.



- 7.6. Your Account can make payments out to external bank accounts via Faster Payments and other methods as added and notified to you from time to time.
- 7.7. A Transaction is deemed to be authorised by you, when you or your Account Manager enters the security information on Our Online Portal to confirm a Transaction is authorised, or when it is instructed via Our API with the relevant security credentials. Once the Transaction is confirmed, We cannot revoke the Transaction save for in those circumstances set out in clause 7.11 below.
- 7.8. The following Transactions may be withdrawn:
  - 7.8.1. any Transaction which is agreed to take place on a date later than the date you authorised it, provided that notice is given no later than close of business on the business day before the Transaction was due to take place; and/or
  - 7.8.2. Transactions due to take place on a future date.
- 7.9. If We refuse to execute a payment order to or to initiate a Transaction, We will, without undue delay and provided We are legally permitted to do so, notify you or your Account Manager of the refusal. If possible, We will provide the reasons for the refusal and where it is possible to provide reasons for the refusal and those reasons relate to factual matters, the procedure of rectifying any factual errors that led to the refusal.
- 7.10. The Available Balance on your Account will not earn any interest.
- 7.11. You or your Account Manager (as the case may be) can check the balance and Transaction history of your Account at any time. .
- 7.12. You will be provided with a monthly statement via your Account Manager (using the details We have associated with your Account).

## **8. THIRD PARTY ACCESS**

- 8.1. You can instruct a TPP to access information on your Account or initiate certain Transactions from your Account provided such TPP has identified itself to Us and it has acted in accordance with the relevant regulatory requirements. We will treat any instruction from an TPP as if it was from you or an Account Manager.
- 8.2. We may deny a TPP access to your Account if We are concerned about unauthorised or fraudulent access by that TPP. setting out the reason for such denial. Before doing so, We will tell you that We intend to deny access and give Our reasons for doing so, unless it is not reasonably practicable, in which case We will immediately inform you afterwards. In either case, We will tell you in the manner in which We consider most appropriate in the circumstances. We will not tell you if doing so would compromise Our security measures or would otherwise be unlawful.
- 8.3. If you have provided consent to a TPP to access the data in your Account to enable them to provide account information services to you or initiate Transactions on your behalf, you consent to Us sharing your information with the TPP as is reasonably required for them to provide their services to you. You must let Us know if you withdraw this permission and We recommend you let the TPP know. On notification from you, We will not provide such TPP access to your Account or the data in it.

## **9. CLOSING YOUR ACCOUNT**

- 9.1. You or your Account Manager (as the case may be) may close your Account and terminate these Terms and Conditions by contacting Customer Services. Please refer to the Platform Agreement for any terms relating to your need to maintain your Account.
- 9.2. The Account will be closed if your Account Manager or Goji instructs Us to close your Account.

- 9.3. Any Available Balance remaining on the Account after Account closure and termination of these Terms and Conditions will be transferred to your nominated bank account via Faster Payments based on instructions to Us from you, your Account Manager or Goji (as the case may be). If for any reason this is not possible, such Available Balance will remain yours for a period of six years from the date of termination of these Terms and Conditions. Within this period, you may at any time request a refund by contacting Customer Services. You will not have any access to your Account and We will not return any funds remaining on the Account after six years from the date of termination of these Terms and Conditions.

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

- 10.1. You are responsible for understanding and complying with these Terms and Conditions.
- 10.2. We may restrict or refuse to authorise any use of your Account if using your Account is causing or could cause a breach of these Terms and Conditions or if We have reasonable grounds for suspecting that you or a third party has committed or is about to commit a crime with your Account.
- 10.3. You or the Account Manager must not:
- 10.3.1. allow another person to use security information related to the Account,
  - 10.3.2. write down password(s) or any security information unless this is done in a way that would make it impossible for anyone else to recognise any of that information, or
  - 10.3.3. disclose passwords or any security information, or otherwise make them available to any other person, whether verbally or by entering them in a way that allows them to be observed by others.
- 10.4. You will be liable for all Transactions that take place as a result of you or the Account Manager acting fraudulently or failing to comply with these Terms and Conditions with intent or negligence. Any such Transactions and any fees and charges relating to such Transactions will be deducted from the Available Balance on your Account.
- 10.5. You will be liable for all Transactions that the Platform or any other Account Manager makes on your behalf as per these Terms and Conditions, along with those made by a TPP authorised by you to initiate a Transaction.
- 10.6. You will be liable for all unauthorised Transactions that arise from the use of lost or stolen Account security information such as but not limited to the Online Portal log in details and API security details, if you or the Account Manager have failed to keep the security features of the Account safe.
- 10.7. It is your responsibility to keep Us updated of changes to any information you have supplied to Us, including e-mail address and mobile numbers. Failure to do so may result in Us being unable to contact you regarding your Account or to let you know about changes to these Terms and Conditions.
- 10.8. If you request to recall a Transaction due to an error or mistake caused other than by Us, We reserve the right to charge you (i) a handling fee of £25 per recall and (ii) any fee payable by Us to a third-party bank or institution for handling the recall.
- 10.9. 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 Terms and Conditions, in the event of your breach of these Terms and Conditions.

## **11. OUR LIABILITY**

- 11.1. We make no warranty that access to and use of the Payment Products will be uninterrupted or error free.
- 11.2. We are not liable to you for any loss, liability or damages you suffer which result from, are related to, or in any way are connected with any fraud control or restriction measures implemented from time to time, unless such loss, liability or damage is a direct result of Our fraud, gross negligence or willful misconduct in procuring the implementation of fraud control or purchase restriction measures that We have expressly agreed in writing to procure for you.
- 11.3. We shall not be liable to you for any loss or damage you may suffer as a result of any act or omission of an Account Manager or an Account Manager's use or inability to use of the Payment Products.
- 11.4. You agree to indemnify Us against any and all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings We directly or indirectly incurs or which are brought against Us if you, or an Account Manager, has acted fraudulently, been negligent or has misused a Payment Product or any of the services provided under these Terms and Conditions.
- 11.5. We shall not be responsible in any way for any interest or claims of any third parties in respect of the Payment Products, except as required by law or regulation.
- 11.6. Our liability in connection with this these Terms and Conditions (whether arising in contract, tort (including negligence, breach of statutory duty or otherwise) shall, unless otherwise stated, be subject to the following exclusions and limitations:
  - 11.6.1. 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;
  - 11.6.2. We shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;
  - 11.6.3. where sums are incorrectly deducted from your Available Balance due to Our default, Our liability shall be limited to payment to you of an equivalent amount to that which was incorrectly deducted from your Available Balance;
  - 11.6.4. in all other circumstances of Our default, but without prejudice to clauses 11.8 and 12, Our liability will be limited to transferring any Available Balance to your nominated bank account.
- 11.7. In circumstances where sums are incorrectly deducted from your Available Balance due to Our fault, if We require your support to enable Us to recover the incorrect deduction, you agree to provide Us with all assistance that We reasonably require.
- 11.8. Nothing in these Terms and Conditions shall exclude or limit either party's liability for death or personal injury resulting from negligence or fraud by the other party or any liability that cannot be excluded or limited by law.
- 11.9. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.
- 11.10. The above exclusions and limitations set out in this paragraph shall apply to any liability of Our affiliates and other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with these Terms and Conditions.
- 11.11. We will not be liable for the non-performance or failure to provide any part of the Payment Products occurring as a result of any events that are beyond Our reasonable control, for example, but not limited to, fire, telecommunications or internet failure, utility failure, power failure, equipment failure, employment strife, riot, war, terrorist attack, non- performance of third party suppliers, acts of God such as storm or lightning damage, or other causes over which We have no reasonable control.



## **12. DISPUTING INCORRECT TRANSACTIONS**

- 12.1. If you have a reason to believe that a Transaction on your Account was unauthorised or was made incorrectly, you must inform Us immediately by contacting Customer Services, but in any event within 13 months of the date of the relevant Transaction.
- 12.2. If you dispute a Transaction:
  - 12.2.1. subject to clauses 12.6.2 and 12.6.3, We will immediately refund the amount to your Account to the position it would have been in if the unauthorised Transaction had not taken place. We will have no further liability to you. If We subsequently discover that you were not entitled to a refund, We shall treat the refund as a mistake and be entitled to reapply the Transaction.
  - 12.2.2. if there are reasonable grounds for thinking that you may not be entitled to a refund (based on the evidence available to Us at the time you report the unauthorised Transaction), We may investigate before giving you a refund and We will provide you with Our supporting evidence if We believe you are not entitled to the refund.
  - 12.2.3. if the Transaction was initiated through a TPP, it is for the TPP to prove that, the Transaction was authenticated, accurately recorded and not affected by a technical breakdown or other deficiency linked to the TPP's payment initiation service.
- 12.3. If an incorrect Transaction is paid into your Account that should not have, We will, where possible, immediately send the funds back to the bank acting for the person from whose account the Transaction was made. In such circumstance you agree to return the funds to Us and provide such assistance that We require in recovering the amount from you. If We cannot recover the funds, We are required to provide sufficient details about you and the incorrect payment to the bank or institution that sent the payment to enable them to recover the funds.
- 12.4. You will be liable for all Transactions made from your Account to the extent that you have acted fraudulently.

## **13. VARIATION**

- 13.1. We may change these Terms and Conditions by providing you with at least two months' prior notice by e-mail (provided you have supplied Us with an up-to-date e-mail address).
- 13.2. If you do not agree with the changes to the Terms and Conditions, you may at any time within the two months' notice period notify Us and these Terms and Conditions will be terminated and your Account closed. If you do not notify Us to the contrary during this period then you will be deemed to have accepted the change and it will apply to you when it comes into force.
- 13.3. If any part of these Terms and Conditions are inconsistent with any legal requirements then We will not rely on that part but treat it as if it did actually reflect the relevant legal requirement. If We need to make operational changes before We can fully comply with the new regulatory requirement, We will make those changes as soon as reasonably practical.

## **14. TERMINATION OR SUSPENSION**

- 14.1. These Terms and Conditions shall commence on the date you receive confirmation from Us or the Platform (where applicable) of your successful application for Payment Products and shall continue until terminated in accordance with this clause 14.
- 14.2. We can terminate your Account at any time if We give you two months' notice and transfer any Available Balance at the time to your nominated bank account without a charge, or





- 14.3. We can suspend or terminate your Account at any time with immediate effect (and until your default has been remedied or these Terms and Conditions have been terminated) without any prior notice to you if:
  - 14.3.1. We discover any of the information that We hold for you is materially incorrect; or
  - 14.3.2. if We have reason to believe that you, the Account Manager or a third party has committed or is about to commit a crime in connection with your Account; or
  - 14.3.3. if you have breached your Account Limit; or
  - 14.3.4. you or the Account Manager have materially breached these Terms and Conditions.
- 14.4. 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 will reinstate your access to the Account or execute any suspended Transaction as soon as practicable after the reasons pursuant to Clause 14.3 no longer apply or exist.
- 14.5. You, your Account Manager on your behalf (as the case may be) may terminate these Terms and Conditions immediately by notifying Us via email.
- 14.6. We may terminate these Terms and Conditions and close your Account(s) by providing you with at least two months' notice.
- 14.7. We may terminate these Terms and Conditions immediately if, for any reason, you are unable to satisfy the Due Diligence Procedures.
- 14.8. These Terms and Conditions will automatically terminate when all Accounts are closed (for any reason).
- 14.9. On termination of these Terms and Conditions for any reason, any balance remaining in your Account(s) shall be returned to the you in accordance with these Terms and Conditions. You will pay immediately all outstanding Fees due (where applicable) under these Terms and Conditions and in the event of a negative balance in an Account, you shall reimburse Us such amount equal to the negative balance.

## **15. INTELLECTUAL PROPERTY**

- 15.1. You acknowledge all Intellectual Property Rights in the Payment Products are owned by or provided under licence to Us as the Payment Product provider. We grant you a non-exclusive, royalty-free licence for the duration of these Terms and Conditions to access and use the Payment Products only for the purpose contemplated by these Terms and Conditions.
- 15.2. Nothing in these Terms and Conditions shall operate to create or transfer any Intellectual Property Rights to you.

## **16. ASSIGNMENT TRANSFER AND SUBCONTRACTING**

- 16.1. The Payment Products provided to you are personal to you. You may not novate, assign or otherwise transfer any interest or right under these Terms and Conditions (in whole or in part) without Our prior written consent.
- 16.2. We may, in Our sole discretion, assign, or transfer some or all of its rights and obligations or delegate any duty of performance set out in the documents forming these Terms and Conditions. We may subcontract any of our obligations under these Terms and Conditions.
- 16.3. In the event of any transfer of our rights and/or obligations under these Terms and Conditions by Us to another service provider; if you do not want to transfer to the new provider, you must notify Us of



your objection in writing to Customer Services. On receipt of such notification, We will terminate these Terms and Conditions. Any balance remaining in your Account(s) will be returned to you.

- 16.4. We may amend or modify these Terms and Conditions by giving sixty (60) days' notice to you unless We are required to make such a change sooner by law. All proposed changes will be posted on the Website and communicated to you by such other means that We agreed with you, for example by email. If you are accessing Payment Products via an Account Manager, all notifications to you will be communicated to your Account Manager.
- 16.5. You have no obligation to accept such amendments proposed by Us.
- 16.6. You will be taken to have accepted any change to these Terms and Conditions that We notify to you by continuing to use our services unless you tell Us otherwise before the relevant change takes effect or as soon as reasonably practicable. In such circumstance, We will treat notice of objection by you as notification that you wish to terminate these Terms and Conditions and the use of all Payment Products immediately. All of your Accounts will be closed and any balance remaining will be returned to you. In this circumstance you will not be charged a fee for the Account closure and return of any balance.

## **17. DATA PRIVACY**

- 17.1. We will collect and retain personal information about you to enable Us to deliver the Payment Products, the services linked to it and deal with any enquiries that you may have about it. The provider of the Payment Product is the data controller of the personal information gathered by Us for such purpose. If We use a third party to provide a part of the Payment Product then that provider will be the owner and controller of the personal information they require to collect in order to operate the relevant service. The use of personal information by third-party service providers will be set out in their service terms and conditions of use. We will, at such third-party provider's direction, process personal data on its behalf, for example, to enable Us to provide Customer Services support to you.
- 17.2. We process personal information in accordance with relevant laws on the protection of personal data.
- 17.3. If We transfer your information to a third party in a country outside of the European Economic Area We will ensure that the third party agrees to apply the same levels of protection that We are legally obliged to have in place when We process personal data.
- 17.4. You must update any changes to the information you have supplied to us by contacting Customer Services.
- 17.5. 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.
- 17.6. If you or the Account Manager allow or give consent to an Authorised Third Party Provider to access your Account to provide their services, you should know that We have no control over how an Authorised Third Party Provider will use your information nor will We be liable for any loss of information after an Authorised Third Party Provider have access to your information.
- 17.7. Further information about how We use personal information can be found in Our Privacy Policy (available at [www.goji.investments](http://www.goji.investments)).

## **18. COMPLAINTS PROCEDURE**

- 18.1. Complaints regarding any element of the Service provided by Us can be sent to Customer Services.



- 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 or emailed to you.
- 18.3. In most cases We will provide a full response by email to your complaint within fifteen business days after the date We receive your complaint. In exceptional circumstances where We are unable to respond in full to your complaint, We will inform you of this giving Our reasons for the delay and the timeframe within which you will receive a full reply, which in any event shall be within thirty-five days of the date We received your complaint.
- 18.4. If We fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR, phone 0800 023 4567). Details of the service offered by the Financial Ombudsman Service are available at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## **19. FEES**

- 19.1. In ordinary circumstances, Fees shall be paid by the Platform and no further fees payable by you.
- 19.2. In the event that the Platform becomes insolvent or is otherwise unable to pay Fees to us, we may retain sums for our Fee payment from your Account. Details of the Fees payable are available by emailing [customersupport@goji.investments](mailto:customersupport@goji.investments).

## **20. ACKNOWLEDGEMENT**

- 20.1. You agree to, and authorise your Account Manager to, provide all information about you to Us for the purposes of checking and verifying your identity and the identity of Account Managers as required by law.
- 20.2. A Full Electoral Roll search may take place on you and any Account Manager for anti-money laundering purposes.
- 20.3. You acknowledge that a “soft footprint” search may be placed on the electronic files of you and your Account Manager(s) by the Credit Reference Agencies and their personal details may be accessed by third parties for the specific purpose of anti-money laundering, identity verification and fraud prevention.

## **21. GENERAL**

- 21.1. Any delay or failure to exercise any right or remedy under these Terms and Conditions by Us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 21.2. If any provision of these Terms and Conditions is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 21.3. Goji and your Account Manager may enforce the provisions of these Terms and Conditions on your behalf or on Our behalf. Nothing in this Agreement is intended to confer a benefit on any other person who is not a party to these Terms and Conditions and no such third party has a right to enforce any of the provisions in these Terms and Conditions and the Contracts (Rights of Third Parties) Act 1999.
- 21.4. These Terms and Conditions are governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.
- 21.5. The Financial Services Compensation Scheme is not applicable for this Account. No other compensation schemes exist to cover losses claimed in connection with your Account. As a



responsible e-money issuer, We will ensure that once We have received your funds they are deposited in a secure account, specifically for the purpose of redeeming Transactions made from your Account. In the event that We become insolvent funds that you have loaded which have arrived with and been deposited by Us are protected against the claims made by Our creditors.

## **22. NOTICES AND CONTACTING CUSTOMER SERVICES**

- 22.1. You can provide any notice to Us under these Terms and Conditions to Customer Services. We can provide any notice to you under these Terms and Conditions through Goji or your Account Manager. We will use your most recent contact details, as provided to us by Goji.
- 22.2. Any reference in these Terms and Conditions to Us providing instructions to you or your Account Manager, or to you or your Account Manager providing instructions to Us, shall include the provision of instructions either way through the intermediation of Goji.
- 22.3. You authorise your Account Manager(s) to contact Customer Services on your behalf regarding your queries about Us or the Payment Products.