

Trilo End User Terms of Service

Version: 1.0

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Effective from: 1 July 2026

These End User Terms of Service apply when you use Trilo as a customer, payer or end user.

Please read these terms carefully. They explain who we are, how Trilo works, what happens when you make a payment using Trilo, how Trilo Boost works, what you need to do to keep your account secure, and what to do if something goes wrong.

By using Trilo, creating a Trilo account, scanning a Trilo QR code, clicking a Trilo payment link, authorising a payment, using Trilo Boost, or otherwise accessing the Trilo services, you agree to these terms.

If you do not agree to these terms, you must not use Trilo.

1. Who we are

Trilo Group Limited is a company registered in England and Wales with company number **11684530**.

Our registered office is:

2nd Floor, South One Castle Park, Tower Hill, Bristol, England, BS2 0JA

Trilo Group Limited is authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 with permission to provide account information services and payment initiation services. Our Firm Reference Number is **919295**.

In these terms, “**Trilo**”, “**we**”, “**us**” and “**our**” refer to Trilo Group Limited.

“**You**” and “**your**” refer to the individual who uses Trilo as an end user, customer or payer.

2. What Trilo does

Trilo provides payment and reward services that allow you to pay participating merchants and, where available, receive or redeem rewards through Trilo.

You may use Trilo through one or more of the following methods:

- (a) scanning a QR code;
- (b) clicking a payment link;
- (c) using a Trilo shopfront or checkout page;
- (d) using a merchant's Trilo-enabled till, terminal or device;
- (e) using an online or in-person Trilo payment flow;
- (f) creating or using a Trilo account or profile;
- (g) using Trilo Boost or other reward features; or
- (h) using any other Trilo service made available from time to time.

Trilo may allow you to make payments by Open Banking payment initiation, card, Apple Pay, Google Pay or other supported payment methods. Not all payment methods will be available for all merchants, transactions, banks, accounts or devices.

3. Trilo is not the merchant

When you buy goods or services from a merchant using Trilo, your purchase is with the merchant, not with Trilo.

The merchant is responsible for:

- (a) describing the goods or services accurately;
- (b) setting prices;
- (c) supplying the goods or services;
- (d) delivery, collection or fulfilment;
- (e) cancellations, returns and exchanges;
- (f) deciding whether you are entitled to a refund;
- (g) customer service relating to the goods or services; and
- (h) complying with consumer protection law.

Trilo is responsible for providing the Trilo services to you with reasonable care and skill. We are not responsible for the merchant's goods, services, pricing, delivery, descriptions, returns, refunds or customer service.

If you have a problem with goods or services you purchased from a merchant, you should contact the merchant first. We may try to help where appropriate, but we do not decide

merchant disputes unless we are legally required to do so or the issue relates to Trilo's own services.

4. Open Banking payments

Where you choose to pay using Open Banking, Trilo may provide payment initiation services.

This means that, with your consent and authentication, Trilo helps initiate a payment from your bank account to the merchant's bank account.

You will usually be redirected to your bank or banking app to review and authorise the payment. You should carefully check the payment amount, merchant name and payment details before authorising the payment.

Trilo does not ask you to give us your online banking password. You should only enter bank authentication details through your bank's own secure authentication process.

Once you have authorised an Open Banking payment, your bank may process it immediately. You may not be able to cancel the payment once it has been authorised or processed by your bank.

Trilo does not control your bank, the merchant's bank or any other payment service provider involved in the payment. We are not responsible for a payment being delayed, rejected, blocked, reversed or not completed where this is caused by your bank, the merchant's bank, incorrect information, insufficient funds, security checks, fraud checks, technical issues or circumstances outside our reasonable control.

5. Account information services

Where you choose to connect an account or use a feature that requires account information, Trilo may provide account information services.

This may allow Trilo to access, retrieve, display or use certain information from your payment account, but only where you have given the relevant consent and completed the required authentication process.

The information we may access will depend on the account, bank, permissions and service you choose to use.

You can usually withdraw access through Trilo, through your bank or through the relevant Open Banking consent flow.

Further details about how we use personal data are set out in our Privacy Policy.

6. Card, Apple Pay, Google Pay and other payment methods

Where available, you may be able to use card payments, Apple Pay, Google Pay or other payment methods through Trilo.

These payment methods may be provided by third-party payment processors, acquiring partners, card schemes, wallet providers, your bank or other payment service providers.

Your use of those payment methods may also be subject to terms and conditions issued by your bank, card issuer, wallet provider, card scheme or other third-party provider.

Trilo is not responsible for the acts, omissions, decisions, delays, fees, declines, chargebacks, holds, security checks or availability of your bank, card issuer, wallet provider, card scheme, acquiring partner or other third-party payment provider.

7. Trilo Boost and rewards

Trilo Boost is a reward, discount, credit, promotion or loyalty benefit that may be made available when you use Trilo with participating merchants.

The value, availability and terms of any Trilo Boost may vary depending on the merchant, promotion, payment method, account status, transaction, location or other conditions shown to you at the time.

Unless we clearly say otherwise, Trilo Boost:

- (a) is promotional only;
- (b) is not cash;
- (c) is not electronic money;
- (d) has no cash value;
- (e) cannot be sold, transferred or exchanged for cash;
- (f) may only be used through Trilo and participating merchants; and
- (g) may be subject to expiry dates, limits and conditions.

A merchant may change, pause or withdraw its own reward offering. Trilo may also change, pause, cancel, refuse, reverse or withdraw Trilo Boost where we reasonably believe this is

necessary because of fraud, misuse, error, technical issues, refund, cancellation, legal requirements, regulatory requirements, merchant instructions or breach of these terms.

If a transaction is refunded, cancelled, reversed or found to be fraudulent or invalid, any related Trilo Boost may be cancelled, reversed or adjusted.

We may show your Trilo Boost balance, activity or reward history in your Trilo account or payment flow. We will take reasonable care to show accurate information, but where there is an error, we may correct it.

8. Refunds

The merchant is responsible for deciding whether you are entitled to a refund for goods or services purchased from that merchant.

Where supported, Trilo may help the merchant process a refund through Trilo. Refunds may not be available through Trilo for all transactions, banks, accounts, merchants or payment methods.

If a refund is processed, it may take time to reach your account depending on the payment method, bank, merchant, processor or other payment provider involved.

Trilo is not responsible for refunds made by a merchant outside Trilo.

If you think a payment was unauthorised, fraudulent or made in error, you should contact your bank or payment provider immediately. You should also contact us at [**support@trilo.io**](mailto:support@trilo.io) so we can investigate any issue involving Trilo.

Your rights in relation to unauthorised payments, mistaken payments, disputed payments or refunds may depend on the payment method used and the applicable law.

9. Fees

Trilo does not currently charge end users for ordinary use of Trilo to make payments or use rewards, unless we clearly tell you otherwise before you use a paid feature.

Merchants may charge you for the goods or services you buy from them. Your bank, card issuer, wallet provider or other payment provider may also charge fees under your agreement with them.

If we introduce any fee payable by end users, we will tell you before you incur that fee.

10. Eligibility

You may only use Trilo if:

- (a) you are at least 13 years old;
- (b) if you are under 18, you have permission from your parent or guardian to use Trilo where such permission is required;
- (c) you are resident in the United Kingdom, unless we make Trilo available in another country;
- (d) you are legally able to enter into these terms;
- (e) you use Trilo for lawful purposes only; and
- (f) you comply with these terms.

If you are under 18, you should ask a parent or guardian to help you understand these terms before using Trilo.

You must not use Trilo if you are under 13.

We may refuse, suspend or restrict your access to Trilo where we reasonably believe you are not eligible to use Trilo, where we cannot verify eligibility where required, or where restriction is required for legal, regulatory, fraud prevention, security, child-safety or operational reasons.

11. Your account and security

You may be able to use some Trilo services without creating a full account. Other features may require you to create or log into a Trilo account.

You must provide accurate and up-to-date information when using Trilo.

You are responsible for keeping your Trilo account, devices, email account, phone, login details and authentication methods secure.

You must not share your Trilo login details with anyone else.

You must tell us promptly if you suspect that:

- (a) someone else has accessed your Trilo account;
- (b) your account has been compromised;

- (c) your device has been lost or stolen;
- (d) a payment was unauthorised;
- (e) your Trilo Boost balance or account activity looks wrong; or
- (f) there has been any other security issue.

You can contact us about security issues at security@trilo.io.

12. What you must not do

You must not:

- (a) use Trilo unlawfully, fraudulently or dishonestly;
 - (b) use Trilo to buy or sell unlawful goods or services;
 - (c) misuse Trilo Boost, rewards, referrals, discounts or promotions;
 - (d) create fake, duplicate or misleading accounts;
 - (e) impersonate another person;
 - (f) provide false or misleading information;
 - (g) interfere with, damage or disrupt Trilo;
 - (h) attempt to access accounts, systems, APIs or data without permission;
 - (i) reverse engineer, copy, scrape, crawl, decompile or misuse Trilo's software or systems;
 - (j) introduce viruses, malware or harmful code;
 - (k) use automated tools to access Trilo without our permission;
 - (l) use Trilo in a way that damages Trilo, merchants, banks, payment providers or other users; or
 - (m) help anyone else do any of the above.
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13. Privacy and personal data

We use personal data in accordance with our Privacy Policy.

Our Privacy Policy explains what personal data we collect, why we use it, who we share it with, how long we keep it and what rights you have.

You should read our Privacy Policy before using Trilo.

We may also use cookies and similar technologies in accordance with our Cookie Policy.

14. Service availability

We will use reasonable care and skill in providing Trilo.

We do not guarantee that Trilo will always be available, uninterrupted, error-free or compatible with every device, browser, bank, account, payment method or merchant.

Trilo may be unavailable, delayed or disrupted because of:

- (a) maintenance;
- (b) updates;
- (c) security issues;
- (d) fraud prevention;
- (e) bank downtime;
- (f) payment provider downtime;
- (g) card scheme or wallet provider issues;
- (h) internet or telecoms issues;
- (i) third-party service failures;
- (j) legal or regulatory requirements; or
- (k) circumstances outside our reasonable control.

We may update, change, suspend, withdraw or discontinue any part of Trilo from time to time.

15. Intellectual property

Trilo and its licensors own all intellectual property rights in Trilo, including the website, platform, software, payment flows, logos, trade marks, designs, content, technology, APIs and related materials.

You may use Trilo only for your personal use as an end user and only in accordance with these terms.

You must not copy, modify, distribute, sell, rent, license, exploit, reverse engineer or create derivative works from Trilo except where permitted by law.

16. Our liability to you

Nothing in these terms limits or excludes our liability where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, and any legal rights you have in relation to services provided with reasonable care and skill.

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms or our failure to use reasonable care and skill.

Loss or damage is foreseeable if it is obvious that it will happen or if, at the time you accepted these terms, both you and we knew it might happen.

We are not responsible for:

- (a) loss or damage that is not foreseeable;
- (b) loss caused by your bank, the merchant's bank, card issuer, wallet provider, payment processor, acquiring partner, card scheme or another third party;
- (c) loss caused by the merchant's goods, services, pricing, delivery, refunds, returns, cancellations or customer service;
- (d) loss caused by incorrect information you provide;
- (e) loss caused by you failing to keep your account, device or security details secure;
- (f) loss caused by your breach of these terms;
- (g) loss caused by events outside our reasonable control;
- (h) business losses; or
- (i) loss of profit, loss of business, business interruption or loss of business opportunity.

Trilo is provided to you for personal and consumer use. If you use Trilo for business purposes as an end user, we will not be liable to you for any business losses.

17. Your liability to us

You are responsible for losses we suffer as a result of your breach of these terms, fraud, misuse of Trilo, unlawful activity or intentional wrongdoing.

You will not be responsible for losses caused by our breach of these terms or our failure to use reasonable care and skill.

18. Suspension and termination

We may suspend, restrict or terminate your access to Trilo where we reasonably believe that:

- (a) you have breached these terms;
- (b) you have misused Trilo;
- (c) you have provided false or misleading information;
- (d) there is a fraud, security or unauthorised access risk;
- (e) we are required to do so by law, regulation, a bank, a payment provider, a regulator or a competent authority;
- (f) your use of Trilo may damage Trilo, merchants, banks, payment providers or other users;
- (g) your account has been inactive for a significant period; or
- (h) suspension, restriction or termination is reasonably necessary for legal, regulatory, operational, fraud prevention or security reasons.

You may stop using Trilo at any time.

If you have a Trilo account, you may contact us at **support@trilo.io** to ask us to close it, subject to any legal, regulatory, fraud prevention, accounting or dispute-resolution retention requirements.

19. Complaints

If you have a complaint about Trilo, please contact us first so that we can investigate.

You can contact us at:

support@trilo.io

Please include your name, contact details, the payment or account details relevant to your complaint, and a clear description of what has happened.

We will investigate your complaint and respond as soon as reasonably practicable.

If your complaint relates to a merchant's goods or services, we may ask you to contact the merchant directly.

If your complaint relates to regulated payment services provided by Trilo and you are eligible, you may have the right to refer your complaint to the Financial Ombudsman Service if you are unhappy with our final response or if we do not respond within the required timeframe.

20. Changes to these terms

We may update these terms from time to time.

The latest version will be made available on our website.

Where changes are material, we may take reasonable steps to notify you, such as by email, in-product notice, website notice or payment-flow notice.

Each time you use Trilo, the terms in force at that time will apply.

If you do not agree to updated terms, you must stop using Trilo.

21. Transfer of rights

We may transfer our rights and obligations under these terms to another organisation, for example as part of a business sale, restructuring, investment, acquisition or group reorganisation.

We will take reasonable steps to ensure that any transfer does not materially reduce your rights under these terms.

You may not transfer your rights or obligations under these terms to another person without our consent.

22. Severance

If any part of these terms is found to be invalid, unlawful or unenforceable, that part will be treated as changed or removed to the minimum extent necessary. The rest of the terms will continue to apply.

23. No waiver

If we do not enforce any part of these terms immediately, this does not mean we have waived our right to enforce that or any other part of these terms later.

24. Governing law and jurisdiction

These terms are governed by the laws of England and Wales.

The courts of England and Wales will have jurisdiction over disputes arising out of or in connection with these terms.

If you live in Scotland, you may also be able to bring proceedings in Scotland. If you live in Northern Ireland, you may also be able to bring proceedings in Northern Ireland.

25. Contact us

You can contact Trilo at:

Trilo Group Limited

Bath House, Bath Street, Redcliffe, Bristol, England, BS1 6HL

General support: [**support@trilo.io**](mailto:support@trilo.io)

Security issues: [**security@trilo.io**](mailto:security@trilo.io)

Privacy enquiries: [**privacy@trilo.io**](mailto:privacy@trilo.io)

For legal notices or formal correspondence, please contact us at [**legal@trilo.io**](mailto:legal@trilo.io) or by post at the address above.