

Accountabl Customer Terms & Mastercard® Agreement.

Terms and Conditions

Accountabl offers an expense management platform for companies. This Agreement, together with the Application, outlines the terms and conditions between the Customer and the Company. It also constitutes the related contract between the Customer and the Company. Copies of this agreement can be found at accountabl's website or can be obtained free of charge by contacting Customer Services in line with section 36.

The accountabl Technology Services are a paid service whereby the Customer gets access to some or all of the accountabl Technology Service features. The accountabl Technology Service is provided by the Company.

On behalf of Quantum Card Services Ltd, the accountabl Mastercard® prepaid cards are issued by PayrNet Ltd (ref: 900594). If the Customer is a Cardholder it will also comply with the Cardholder Terms.

The Company may provide credit to the Customer on such terms as the Company may in its discretion determine. The provision of credit is by ExpenseMate Limited.

Any queries regarding this Agreement should be addressed to Customer Services using the contact details in section 36 of this Agreement.

These Terms and Conditions apply exclusively to United Kingdom-registered legally incorporated organisations or United Kingdom-based sole traders or unincorporated businesses, in each case acting within the ordinary course of business. The intent of the card is that it is used for commercial purposes only.

All references to "prepaid" in this Agreement refer to the Company's arrangement with the e-money Issuer.

References to "**Top-up**" Customers are those Customers who submit a Top Up Card Application and, where the Company accepts that application, use the accountabl Technology Services and Card and, are required to provide a float/Top-up to the Company or the Company's appointed representative, to generate Available Balances and enable the Customer and/or Cardholder to transact using the related Card(s).

References to "**Pay Later**" Customers are those Customers who submit a Credit Application and, where the Company accepts that application, use the accountabl Technology Services and Card and, are required to retrospectively reimburse the Company for the Transactions made by the Customer and/or Cardholders in accordance with the payment terms set out in the Application. It is not possible for sole traders or unincorporated businesses to be a Pay Later Customer.

Customers who are "Pay Later" Customers will not be able to prepay unless otherwise agreed with the Company.

References to "Software" Customers are those Customers who submit an Application, where the Company accepts that application, the customer wishes to only use the accountabl Technology Services.

In this document, any reference to "writing" or "written" includes fax and email.

Except where otherwise expressly stated, all sections of this document apply to all Customers.

1. DEFINITIONS

Agreement – The binding contract between the Company and the Customer governing the operation of the Customer's accountabl Mastercard® account and the use of any Card(s), which incorporates these Terms and Conditions together with the Application and any additional terms agreed between the parties in writing.

App – The accountabl Android or iOS application that is available to download via the Apple store or Google Play. The Customer and Cardholders will need the App to manage their Card account including Card activation, view transaction history, upload photographs of their receipts, and provide additional data such as categories, odometer readings and vehicle registration.

Application - The online, telephone or paper application completed and submitted by the Customer to which these Terms and Conditions are incorporated.

Appointed Administrator - The person within the Customer's organisation responsible for administering and managing (in accordance with section 2.12 & 3.1.2) distribution of accountabl cards that are for vehicle, department or project related use and the management of User permissions on accountabl Technology Services.

Available Balance – means, subject to section 10.15:

(a) for Pay Later Customers, the spending limit allocated to each Card by the Customer that is linked to the balance of the Company's Master Account allocated in respect of the Customer at any given time; and

(b) for Top-up Customers, the spending limit allocated to each Card in accordance with the predetermined spend profiles mentioned in section 10.1.1 below at any given time, subject to there being a sufficient balance of the Company's Master Account allocated in respect of the Customer at the relevant time (which shall be determined by reference to the balance of unspent Top-up funds previously paid by the Customer to the Company in accordance with this Agreement which are available at the relevant time to pay for transactions, fees and charges payable under this Agreement).

Business Day - means any day between and including Monday to Friday, between 9am to 5:30pm Greenwich Mean Time (GMT) except for bank or public holidays in the UK.

Card – means a virtual or physical accountabl Mastercard® prepaid card issued to the Customer under this Agreement, which can be used to obtain the Products and/or Services from Merchants.

Cardholder – Any person to whom the Customer has agreed that a Card can be assigned to via the App and who is authorised by the Customer to use the Card on the Customer's behalf

Cardholder Terms - the terms and conditions entered into by the Cardholder and the e-money Issuer governing the Cardholder's use of the Card.

Chip and PIN - The technology that allows a machine readable computer chip to be embedded into a physical Card. This chip will allow data on the Products and Services and other entitlements that may be purchased with that Card to be set by the Company and (where applicable) the Customer in advance and to be confirmed at the point of purchase by a Merchant that supports Chip and PIN capability.

Connection Term - in relation to any Technology Services and Cards, means the connection term for such Technology Services and Cards and the period in respect of which the Services shall be provided in relation to the Technology Services and Cards (as described in clause 28.2). Please note the Connection Term operates independently from, and notwithstanding any, Card expiry date.

Connection Term Commencement Date – means the corresponding date identified as such in the Schedule of Fees.

Company - ExpenseMate Limited, trading as accountabl, company number 12384812, whose registered office is at 86-90 Paul Street, London, England, EC2A 4NE and its authorised affiliates or subsidiaries.

Customer - the organisation that is a party to this Agreement and who is specified in the Application and in whose name the account relating to the Card(s) is to be held.

Customer Services – The contact centre for dealing with queries about Cards. Contact details for Customer Services can be found in section 36.

Data Protection Legislation - means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) as it applies in the laws of England and Wales and any other applicable legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data.

e-money – The electronic money associated with each Card.

e-money Issuer - PayrNet Ltd, who is authorised and regulated by the Financial Conduct Authority under the Electronic Money Regulations 2011 (Register ref: 900594) for the issuing of electronic money and registered in England & Wales No. 09883437. Registered office 1 Snowden Street, London, England, EC2A 2DQ, UK.

Lost and Stolen – The process of reporting a Card as being lost or stolen 24 hours a day every day of the week via the App or lost/stolen telephone line.

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

Master Account – The Company’s account with the e-money Issuer that is linked to the Card(s) issued under this Agreement and which holds the balance of funds that is used to pay for Transactions made by Cardholders.

Merchant – A retailer, or any other person, firm or corporation that accepts cards which display the Mastercard Acceptance Mark and/or which has contactless payment facilities and who has been approved and authorised by the Company to accept payment for the Products and/or Services by means of a Card.

PIN - The Personal Identification Number issued for use by the e-money Issuer in conjunction with the Card.

Products - The products which the Company may from time to time agree may be purchased with the Card (such as, by way of example only, fuel, tools and meals) subject to availability at the premises of any Merchant.

Portal – The accountabl web-based application (<https://portal.accountabl.eco>) . The Customer will use the Portal services to manage their expenses, statements, account balance, user roles and transactional history.

QPAY – means Quantum Card Services Ltd, trading as QPay, who are responsible for managing the card programme and who shall send Cardholders SMS text messages for 3D-Secure authentication.

Schedule of Fees - subject to section 28.1, means the separate document entitled ‘Accountabl Schedule of Fees’ which is attached to or otherwise provided to the Customer prior to the Application being submitted (e.g. with the Application form).

Services - The services which the Company may agree from time to time may be purchased with the Card (such as, by way of example only, vehicle support services, car wash and forecourt services) subject to availability at the premises of any Merchant.

Technology Services – the accountabl App and Portal, together with any related software, tools and services provided in connection with the App or the Portal for use by the Customer pursuant to this Agreement.

Transaction – a retail sale of Products and/or Services completed by the Customer or a Cardholder using a Card.

Unique Customer Number – The number issued by accountabl that is the Customer’s unique reference with accountabl Customer Support.

User – Any person that has a relationship with the Customer, including but not limited to directors, employees, consultants, contractors and that has been registered by the Customer to access the accountabl Technology Services

2. Acceptance and Scope of this Agreement

2.1. All Applications for access to the accountabl Technology Services, the issue of Cards and the provision of credit shall be accepted at the absolute discretion of the Company and shall be subject to these Terms and Conditions.

2.2. Customers who are sole traders will be subject to identity checks to verify the Customer’s claimed identity and safeguard against money laundering practices.

2.3. Customers who are unincorporated businesses will be subject to the same checks as referenced in section 2.2. In addition, all persons entering into any Agreement with the Company on behalf of such a Customer (each a “**Co-Obligor**”) shall be jointly and severally liable for the performance by the Customer of its obligations under that Agreement. The Company may take action against, or release or compromise the liability of, a Co-obligor, without affecting the liability of any other Co-obligor.

- 2.4. Customers who are legally incorporated organisations (e.g. a private limited company or public limited company) will be subject to identity checks to verify beneficial ownership and control.
- 2.5. The Customer's submission of a completed Application shall be deemed to be an offer by the Customer to open an account with the Company subject to these Terms and Conditions and to enter into an Agreement.
- 2.6. No binding agreement is created between the Company and the Customer until the Company notifies the Customer of the creation of the Customer's account in writing. All prior correspondence or oral communications are to be regarded as superseded and not forming part of this Agreement.
- 2.7. Submission of the Application and/or use of a Card by the Customer or Cardholder constitutes acceptance of these Terms and Conditions and the Schedule of Fees by the Customer, which will apply to the exclusion of all terms and conditions proposed or stipulated by the Customer and any literature setting out the use of the Card, App or Portal provided by the Company or the e-money Issuer.
- 2.8. All drawings, brochures, descriptive matter, price lists or advertisements howsoever supplied are approximate only and intended for general guidance and information purposes only and shall not form part of this Agreement. The parties hereby acknowledge and confirm that they have not entered into this Agreement in reliance upon any representation or warranty or other undertaking not fully reflected in the terms of this Agreement.
- 2.9. The Customer acknowledges that it has not relied on any statement, promise, or representation made or given by or on behalf of the Company or any Merchant which is not set out in this Agreement. Nothing in this section 2.9 shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.10. Technology Services are provided by the company through the App and Portal, together with any related software, tools and services provided in connection with the App or the Portal for use by the Customer. The Technology Services include the following features (but not limited to):
- Tools to capture receipts, categorise expenses and make comments
 - Onboarding and management of Users
 - Allocation of Mastercard cards (virtual and/or plastic) to Users
 - Overviews of purchase activity
 - Implementation of expense policies and automated approvals
 - Mileage reimbursement
 - Export functionality to external accounting software
- 2.11. The Customer acknowledges and agrees that accountabl is not an accounting service. The Customer undertakes to ensure the accuracy and correctness of the data deriving from the Customer or the Users when using the accountabl Technology Services. Accountabl are not liable for any loss incurred by the Customer while using the accountabl Technology services if the data deriving from the Customer or the Users is not accurate or correct.
- 2.12. The following clauses are only relevant to Top-up and Pay Later Customers;
- 2.12.1. The Cards are issued by the e-money Issuer, pursuant to a licence granted to the e-money Issuer from Mastercard.
- 2.12.2. For Pay Later customers, the provision of credit is provided by ExpenseMate Limited, and is subject to credit checks. The ultimate decision for the provision of credit will sit with the Company. The Company reserves the right to change any credit limit agreed with the Customer at any time by notice in writing to the Customer.

- 2.12.3. The Customer may provide a Card to such Cardholders as the Customer may determine as a means for those Cardholders to purchase Products and Services in connection with the Customer's business. The Customer will determine whether or not the Card will bear the registration number of the vehicle, a department or project to which the Card relates, or the name of the Cardholder.
- 2.12.4. The provision of a Card to a Cardholder shall be deemed as the Customer giving such Cardholder authority to use the Card for the purchase of Products and/or Services from the Merchant as a duly authorised representative of the Customer. The Card is issued for use by the relevant Cardholder on behalf of the Customer only. The Company reserves the right to cancel a Card if the Company discovers that another person has used a Cardholder's Card with or without that Cardholder's consent.
- 2.12.5. Funds associated with the Card are electronic money and it is an e-money 'prepaid card account'. It is not a debit card supported by a bank account, nor is it a guarantee card or credit card.
- 2.12.6. The Customer's rights and obligations relating to the use of Cards supplied under this Agreement are subject to this Agreement; the Customer has no rights against Mastercard or its respective affiliates. If the Customer or any Cardholder experiences any difficulties in using any Card, they should contact Customer Services, see section 36 for details.
- 2.12.7. The Customer shall ensure that the Cardholder complies with these Terms and Conditions, the Cardholder Terms and any terms and conditions of the e-money Issuer as notified to the Customer from time to time. The Customer shall comply with the Cardholder Terms where the Customer is also a Cardholder.
- 2.12.8. The Customer shall ensure that no Card remains in the possession of any person who has ceased to be a Cardholder such as ex employees.
- 2.12.9. All requests for additional Cards must be made in writing to the Company.

3. Using Technology Services

- 3.1. The Company grants the Customer the right to access and use of the accountabl Technology Services via the App and Portal. This right is non-exclusive, non-transferable and limited by and Subject to these terms of use;
 - 3.1.1. The Customer is responsible for appointing an Appointed Administrator in the Application.
 - 3.1.2. The Customer is responsible for managing User roles according to the Customers specification. It is the role of the Appointed Administrator to control each User's level of access to the accountabl App and Portal. At any time and for any reason, the Appointed Administrator can revoke or change a User's Access.
 - 3.1.3. If there is a dispute between the Appointed Administrator and a User regarding access to the accountabl Technology Services, the Appointed Administrator shall decide what access or level of access to the relevant data source the User should have.
 - 3.1.4. The Customer and the Appointed Administrator are responsible for all Users' use of the accountabl Technology Services
 - 3.1.5. The Appointed Administrator can request the issuance of Cards
 - 3.1.6. The Appointed Administrator can make a withdrawal of funds from the Master Account

4. Services Related to Received Card(s)

- 4.1. If an Application is accepted by the Company and an Agreement is formed, Card(s) can be issued at the Customers request. This request must be made via the Portal. Card(s) despatched by or on behalf of the Company to the Customer's address as stated in the Application or, where agreed, shall be made available to the Customer electronically.
- 4.2. Accountabl reserves the right to refuse to issue a Card. In this case, accountabl shall inform the Customer, at the latter's request, of the reason for its decision, unless such information is prohibited under the applicable regulations.

- 4.3. If the Card order is for more than one Card to the same recipient/address:
- 4.3.1. The Cards will be despatched in bulk via Royal Mail Signed For 1st Class and will require a signature upon delivery,
 - 4.3.2. Upon delivery, the Customer must count the contents under dual control and confirm the count of contents to the Company. Any discrepancies must be reported immediately.
 - 4.3.3. Once delivered, the safe keeping of the Cards is the responsibility of the Customer. Cards must be kept in secure lockable storage with access limited to authorised personnel only until they are issued to the Cardholders.
 - 4.3.4. If more than one Card is forward-shipped, they must be done so in accordance with the above section 4.2 conditions.
- 4.4. All risk of loss will pass to and be borne by the Customer from the date of despatch of the Card(s).
- 4.5. The Cardholder shall be able to access the PIN for that Cardholder's Card through the App. Where requested, the Customer shall receive under a separate and sealed envelope a PIN for each and every Card supplied to the Customer for use in the United Kingdom.
- 4.6. To receive and use the Card, the Cardholder must be at least 18 years old and a UK resident.
- 4.7. The Company may require the Customer to provide evidence of who each Cardholder is and of their address before arranging for the issue of the Cards and at any time after the issue of the Cards. The Company reserves the right to ask for such additional documentary evidence as it may reasonably require in order to satisfy itself of the identity of each Cardholder and/or the Company may carry out such checks electronically or by other lawful means.

5. Activating Cards for an Individual Employee

- 5.1. No physical Card allocated by the Appointed Administrator for use by an individual employee (rather than a specific vehicle, department or project) will be valid until:
- 5.1.1. the Customer or Cardholder has signed the signature strip on the back of the Card; and
 - 5.1.2. the Card has been activated as detailed in section 5.2.
- 5.2. In order to activate a physical Card via the App or Portal the Cardholder must connect to the accountabl Technology Services as a User and enter their 16-digit PAN number.
- 5.3. In the case of a virtual card, the card can be used immediately after it is generated and does not need to be activated.

6. Activating Cards for a Vehicle, Department or Project

- 6.1. No physical Card allocated (by the Customer during the application process) to a specific vehicle, department or project (rather than an individual employee) will be valid until:
- 6.1.1. the individual acting as an Appointed Administrator has signed the signature strip on the back of the Card; and
 - 6.1.2. the Card has been activated as detailed in section 6.2.
- 6.2. In order to activate their Card via the App, the Appointed Administrator must:
- 6.2.1. First create a user in the Technology Services and then enter their 16-digit PAN number.
 - 6.2.2. Upon successful identity verification, the Appointed Administrator will be able to activate cards held against the user account.
- 6.3. In the case of a virtual card, the card can be used immediately after it is generated and does not need to be activated.

7. Payment (for the avoidance of doubt, this section 7 applies to both Top-up Customers and Pay Later Customers, but points 7.1 & 7.2 are exempt for Software Customers)

- 7.1. The Customer's payment obligations under this Agreement shall vary in part depending on whether the Customer is a Pay Later Customer or an Top-up Customer (as further explained in sections 8 and 9 below respectively).
- 7.2. There is no balance of funds held on a Card. Transactions will be paid from the linked Master Account in accordance with the predefined spend profiles mentioned in section 10.1.1 below. Top-up Customers may load funds with a view to increasing their level of Available Balance as set out in section 9. Unless otherwise agreed by the Company in writing, it will not be possible for Pay Later Customers to load funds to increase their level of Available Balance.
- 7.3. If any Customer fails to pay the Company any amounts payable to the Company on the due date for payment, the Customer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 8% above the base lending rate from time to time of the Bank of England, accruing on a daily basis until payment is made, whether before or after any judgment.
- 7.4. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

8. Top-up Customers (for the avoidance of doubt, this section 8 does not apply to Pay Later Customers or Software Customers)

- 8.1. Top-up Customers are those who provide a float/pre-payment to the Company or the Company's appointed representative in order for the Company to allocate a corresponding amount of the Company's Master Account funds in respect of the Customer, and therefore enable each Card's level of Available Balance to be determined. All such payments must be made via bank transfer from the Company's corporate bank account.
- 8.2. To generate and increase their Available Balance in respect of their Card(s), Top-up Customers must first make a corresponding Top-up payment to the Company via bank transfer funds directly into the following bank account (or such other account as the Company notifies the Customer in writing):

Name:	Expensemate Ltd
Sort code:	30-94-44
Account number:	53113468
IBAN number:	GB51 LOYD 3094 4453 1134 68

- 8.3. Any Master Account funds allocated by the Company in respect of the Customer will be allocated across all Cards linked with that Top-up Customer's account. The Available Balance for each Card at any given time shall be determined by reference to the available balance of the Company's Master Account and the predefined spend profile restrictions attached to the relevant card i.e. the daily, weekly or monthly limits placed on a card profile.
- 8.4. Whenever making a related bank transaction, the Customer shall clearly outline their business name and/or registered company number in their reference to the account listed in section 8.2
- 8.5. Top-up payments will only be allocated to the Customer's account when the Company has received the relevant payment into cleared funds (which could take at least two Business Days). Interest will not be earned on any such funds held by the Company.
- 8.6. The Company reserves the right to impose a minimum Top-up payment amount on the Customer from time to time. The monetary value of any such minimum Top-up payment

amount shall be such monetary value as is specified by the Company from time to time or as otherwise agreed with the Customer.

- 8.7. It is in everyone's best interest for Top-up Customers to ensure that there are always sufficient available Top-up funds held by the Company (i.e. so that the Customer can ensure there is always a sufficient Available Balance on each Card). The minimum sufficiency level of available Top-up funds will be as set out in the Application or otherwise agreed in writing by the Company.
- 8.8. If any Top-up Customer's level of available Top-up funds falls below 30% of the agreed level determined in accordance with section 8.7 above, the Customer will be prompted to transfer funds to top up to an agreed level. The Company reserves the right to suspend or cancel the Customer's or any Cardholder's Card(s) until the Company has made a corresponding transfer of funds.
- 8.9. Any Top-up funds paid to the Company by the Customer under this Agreement are held by the Company absolutely as a prepayment by the Customer in respect of Transactions and are not held on trust for the Customer or a deposit.
- 8.10. In the event that the Customer or any Cardholder makes any Top-up payment in accordance with this section 8 at any time when a Shortfall (as defined in section 10.15) or other sum payable under this Agreement is due from the Customer to the Company, the Company reserves the right to set off all or part of any and all such Top-up payments against the relevant Shortfall or other such sum until the same have been settled.
- 8.11. Funds cannot be loaded by a Cardholder or accepted from any other source other than from the Customer acting in accordance with this section 8.
- 8.12. Other than in the circumstance described in section 27.10.3, the Company will not refund any Top-up Customer Top-up payments under any circumstances.
- 8.13. The Company reserves the right to decline any Top-up payment at any time where the Company considers it necessary for the purpose of preventing any financial crime (including but not limited to money laundering, fraud and the financing of terrorism).
- 8.14. Any applicable Transaction amounts, fees and charges will be deducted from the Available Balance for the relevant Card as they are incurred.

9. Pay Later Customers (for the avoidance of doubt, this section 9 does not apply to Top-up Customers or Software Customers)

- 9.1. Pay Later Customers shall retrospectively reimburse the Company for the Transactions made by the Customer and/or Cardholders in accordance with the payment terms set out in the Application. Where the Schedule of Fees refers to the application of a 'finance fee'/'credit charge', the Customer agrees to pay such charges in addition.
- 9.2. Any applicable Transaction amounts, fees and charges will be deducted from the Available Balance for the relevant Card as they are incurred until such time as they are repaid in accordance with this Agreement.
- 9.3. All payments by the Customer or any credits or refunds due to the Customer will be applied first in settlement of any interest owed to the Company by the Customer and secondly in reduction of the Customer's other indebtedness to the Company. No claim by any Customer or Cardholder against any Merchant or the Company shall entitle the Customer to set off or counterclaim against the amounts due to the Company.

- 9.4. Unless otherwise agreed by the Company in writing, it will not be possible for Pay Later Customers to load funds in advance to increase their level of Available Balance.

10. Using a Card (for the avoidance of doubt, this section 10 does not apply to Software customers)

- 10.1.1. The Card is a prepaid product which can be used by the Customer and any Cardholders to pay for Products and Services from Merchants in-store as contactless or Chip and PIN transactions, to make card not present transactions e.g. online purchases, mail order or telephone orders, and to make recurring transactions, where a merchant providing goods/services authorises the charging of periodic (e.g. weekly, monthly, or yearly), automatic payments during a set amount of time, unless otherwise agreed with the Company in line with predefined spend profiles (predefined spend profiles will be as set out in the Application or otherwise amended by the Customer's Appointed Administrator using the Online Account Management Portal or contacting Customer Services). Cards shall not be used as a basis for cheque guarantee or for other similar use. The Customer undertakes not to factor any debts to a third party without the Company's written agreement.
- 10.2. The Card(s) are issued purely as a convenience to the Customer and the possession of such Card(s) shall not confer any right or entitlement upon the Customer or any Cardholder to receive supplies of Products or Services from the Company or any person on their behalf.
- 10.3. The Card remains the responsibility of the Customer at all times and the Customer:
- 10.3.1. shall ensure that the Card is only used to obtain Products and/or Services of a specified nature from Merchants;
- 10.3.2. shall allocate each Card with a spend limit that sets how much each Cardholder can spend, that shall not exceed the maximum Card Transaction limits referred to in section 28;
- 10.3.3. may also choose to restrict where each Cardholder's Card can be used and how much each Cardholder can spend on certain items over a specific time period, known as 'Spend category restrictions';
- 10.3.4. shall advise each Cardholder of any restrictions and limits the Customer has set on that Cardholder's Card. In the event that they conduct any transactions outside of these restrictions you will recover the value from them.
- 10.4. Contactless point of sale Transactions are subject to the local contactless limit.
- 10.5. Each Card is set up to trigger in-app push-notification Transaction alerts. The Customer and/or Cardholder can opt to turn these off they wish.
- 10.6. For added security, each physical Card is set up with contactless counters. These counters require the Customer or Cardholder to make a 'contact Transaction', rather than a 'contactless Transaction', whenever the cumulative amount of contactless Transactions reaches £150. To make a 'contact Transaction' the Customer or Cardholder will simply be asked to enter their PIN into the point of sale payment terminal.
- 10.7. The Customer or Cardholder can retrieve their PIN via the App at any time.
- 10.8. The Customer or Cardholder can change their PIN at any time, through any ATM cash machine that provides such a service. If the Company or e-money Issuer are charged by the ATM provider for changing the PIN, the Company reserves the right to pass this charge to the relevant Card. The Customer and Cardholder should be advised of any charges for changing their PIN at an ATM. The Company and the e-money Issuer have no control over these charges.
- 10.9. The Card cannot be used:
- 10.9.1. to obtain cashback from a retailer;
- 10.9.2. if it has been reported as lost or stolen;
- 10.9.3. if it has expired or been stopped or cancelled during the period of validity embossed on the Card;

- 10.9.4. to obtain any products and services other than those authorised in accordance with this Agreement; or
- 10.9.5. to obtain products and/or services from any retailer other than Merchants authorised and approved pursuant to this Agreement.
- 10.10. The Card can be used at automated fuel dispensers, also known as 'pay at pump'. In such circumstances a pre-authorisation charge for either £100, or for an estimated amount representing the fuel dispenser's maximum dispense or shut-off amount, or for a specific amount requested by the Customer or Cardholder (if the merchant offers the option to increase and/or decrease a displayed default amount, or allows the Customer or Cardholder to input a specific amount) will be applied to make sure the Available Balance is sufficient to afford the fuel fill-up. This pre-authorisation charge is ring-fenced by the e-money Issuer and is held until the Customer or Cardholder has finished filling up. After the Customer or Cardholder has finished filling the issuer will receive notification of the final fuel value dispensed and the money will be released. This is usually within 60 minutes, however it may take 5 - 7 Business Days to be returned. Transactions at automated fuel dispensers can be restricted by the Company or Customer in line with predefined spend profiles.
- 10.11. The Card cannot be used in situations where it is not possible for the Merchant to obtain online authorisation even if the Customer or Cardholder has an Available Balance which is sufficient for the transaction. For example, transactions on buses, trains, ships, and some in-flight purchases. In the event that a card is used where an online authorisation is not possible and a chargeback arises the customer will be liable for the chargeback cost. The Customer is liable for the cost of all chargebacks unless covered under section 19. Where a merchant has incorrectly processed the transaction the Customer is liable for the cost of pursuing the chargeback but not the transaction amount.
- 10.12. The Card cannot be used for purchases that are greater than the Available Balance allocated to that Card. If the relevant Cardholder attempts to do so, the transaction will be declined. Should the transaction be authorised the customer will refund the available balance as 10.15.
- 10.13. Any pre-authorisation amount (such as a hotel booking or car hire) will place a "hold" of a sum equal to such amount on the Customer's Available Balance for the relevant Card until the retailer sends the Company confirmation of the final payment amount of the purchase. Following details of the final payment amount being received by the Company, the pre-authorisation amount on hold will be removed (please note that it may take up to 30 days for the hold to be removed). During the hold period, the Customer and the Cardholders will not have access to the pre-authorised amount.
- 10.14. If the Customer or Cardholder commences a purchase and then changes their mind and fails to make the purchase, after the Merchant has already obtained an "authorisation" for the transaction, the "authorisation" may result in a temporary hold for that amount of funds for up to ten (10) days.
- 10.15. If there is no Available Balance, any such amounts, fees or charges exceed the Available Balance and/or the Card goes into a negative balance, the Company will notify the Customer and require the Customer to repay the balance in the time and manner requested by the Company. The Company reserves the right to take all steps necessary, including legal action, to recover any monies outstanding.
- 10.16. In the unlikely event, for any reason whatsoever, a Transaction is completed which: (i) takes the Customer outside any credit limit agreed by the Company with that Customer as set out in the Application; or (ii) takes the Customer or Cardholder outside the relevant Available Balance (in each case, a "Shortfall"), the Shortfall shall be reimbursed by the Customer, save that where the Shortfall is due to an error on the part of the Merchant where the Card was presented, the

Company may (but shall not be obliged) to seek the Shortfall from the Merchant. The Customer agrees the Company may invoice the Customer for the Shortfall amount as soon as the Company is made aware of the Shortfall and such invoice shall be payable by the Customer immediately on receipt. The Company may recover the amount of the Shortfall from any other products issued by the Company that the Customer holds with the Company, or using any other payment method that the Customer may designate at that time. Where the Customer has set up a direct debit with the Company, the Company reserves the right to take payment for the full amount of any Shortfall and/or any related fees by direct debit. Until the Company is reimbursed the Shortfall amount, the Company may suspend any Cards issued to the Customer.

- 10.17. Like other payment cards, the Company cannot guarantee that a Merchant will accept the Card. An attempted transaction may also be refused:
- 10.17.1. If the Company or e-money Issuer is concerned about the security of the Card or suspects the Card is being used in an unauthorised or fraudulent manner;
- 10.17.2. The relevant Available Balance is insufficient, or there are insufficient funds in the Customer's account with the Company or in the Master Account at the time of the attempted transaction in each case to cover the amount of the attempted transaction and any applicable fees and charges;
- 10.17.3. If there is an outstanding Shortfall in accordance with section 10.16;
- 10.17.4. If any invoices payable to the Company have not been paid by the Customer in accordance with the payment terms previously agreed by the Company with the Customer;
- 10.17.5. If the Company has reasonable grounds to believe that the Customer or any Cardholder is acting in breach of this Agreement or the Cardholder Terms;
- 10.17.6. If the Company or e-money Issuer believes that a transaction made or attempted is potentially suspicious or illegal (for example, if the Company or the e-money Issuer believes that a transaction is being made fraudulently); or
- 10.17.7. Because of errors, failures (whether mechanical or otherwise) or refusals by Merchants, payment processors or payment schemes processing transactions.
- 10.18. If an attempted transaction is refused, the Company will, if practicable, tell the Customer why unless it would be unlawful for the Company to do so. The Customer may correct any information the Customer holds and which may have caused an attempted transaction to be refused by contacting Customer Services.
- 10.19. The Company or the e-money Issuer may at any time suspend, restrict or cancel a Card or refuse to issue or replace a Card for reasons relating to the following:
- 10.19.1. the Company or the e-money Issuer is concerned about the security of a Card that has been issued to the Customer;
- 10.19.2. the Company or the e-money Issuer suspects that the Card is being used in an unauthorised or fraudulent manner; or
- 10.19.3. the Company or the e-money Issuer needs to do so to comply with the law.
- The Company will inform the Customer where the Company has taken steps pursuant to this section 10.19 as soon as it can where permitted to do so.
- 10.20. The right is reserved by the Company to unilaterally withdraw at any time any entitlement to purchase the Products and/or Services to which the Card can be used and to issue to the Customer a new Card(s) indicating the appropriate Products and/or Services in replacement of the previous Card(s).
- 10.21. A Merchant may refuse to accept a Card which is not being used in accordance with the restrictions placed on the Card.
- 10.22. Cards designated for use by a named employee, vehicle, department or project are issued to the Customer as a management information tool only and the only person entitled to use the Card is the person to whom it has been assigned to in the App. Such Cards may provide additional security when they are used properly but cannot be guaranteed to do so.

10.23. If any Card is used to make a part payment for a purchase, the Customer shall procure that the Cardholder pays the outstanding balance of the related purchase via an alternative means (e.g. cash, debit card or credit card) in accordance with the related Merchant's applicable payment terms.

11. Authorising Transactions (for the avoidance of doubt, this section 10 does not apply to Software customers)

11.1. The Customer agrees that any use of a Card, card number, PIN or other information supplied to the merchant that allows them to process the transaction, for example, providing the 3-digit security code (CVC) for any Transaction constitutes the Customer's authorisation and consent to that Transaction and the Customer is liable to pay for such Transaction.

11.2. The time of receipt of a Transaction order is when it is received by the e-money Issuer. If a Transaction order is received after 5pm on any Business Day, then it will be deemed to have been received on the next Business Day. If receipt does not fall on a Business Day, then it will be deemed to have been received on the next Business Day.

11.3. The Customer cannot stop a Transaction after it has been transmitted to the e-money Issuer.

11.4. The Company or the e-money Issuer may refuse a transaction or may suspend or terminate the right to access the Customer's account with the Company. The Company or the e-money Issuer may do this if the relevant phone or computer link is busy. The Company or the e-money Issuer may also do this if:

11.4.1. an attempted transaction might take the Customer over the credit limit agreed between the Company and the Customer; or

11.4.2. an attempted transaction might take a Cardholder over the spending limit of that Cardholder's Available Balance; or

11.4.3. an attempted transaction might take the Cardholder or the Customer over any limit or restriction imposed on any of the Cards; or

11.4.4. the Company or the e-money Issuer reasonably believes that it needs to do so to keep to the rules of the payment system under which the Card is issued; or

11.4.5. the Company or the e-money Issuer reasonably believes that there are needs to do so to comply with any law or as a matter of good practice.

12. Transactions made in foreign currencies (for the avoidance of doubt, this section 10 does not apply to Software customers)

12.1. The Card can be used for Transactions that are not in the currency of the Card although a fee will be applied for doing so, this shall be charged to the Card and deducted from the Available Balance.

12.2. If the Customer or any Cardholder makes a Transaction in a currency other than the currency of the Card, the e-money Issuer will change the amount into the currency of the Card at the wholesale market rate used by Mastercard. As stated in section 12.1, The Company will charge a service charge (commission), see section 28.

12.3. The rate that applies will always be the rate which applied on the date that the relevant Transaction was made. The exchange rate used can be checked at:

<https://www.mastercard.us/en-us/consumers/get-support/convert-currency.html>

Customers can view the European Central Bank (ECB) rate as a comparison here:

https://www.ecb.europa.eu/stats/policy_and_exchange_rates/euro_reference_exchange_rates/html/index.en.html

13. 3D Secure (3DS) (for the avoidance of doubt, this section 10 does not apply to Software customers)

- 13.1. 3D Secure is a payment authentication standard for internet purchases which adds an extra layer of security when purchasing goods or services online with participating retailers.
- 13.2. 3D Secure is an extra security feature of each Card and is not intended to (and does not) replace any security obligations set out in this document or the Cardholder Terms.
- 13.3. Customers do not need to register their Card to use this service. The e-money Issuer will automatically enrol each Card.
- 13.4. When purchasing online from a participating retailer and authentication is required, the Cardholder will be brought to a Mastercard ID Check screen.
- 13.5. Cardholders will be prompted to enter a one-time passcode (OTP) sent to the relevant registered mobile phone by text message (SMS) to complete their purchase. The message will be sent from '3D Secure'. Cardholders have three attempts to enter the passcode correctly. If the Cardholder does not enter the passcode correctly, they will not be able to complete their online purchase.
- 13.6. The passcode will only be valid for the online purchase the Cardholder has received it for.
- 13.7. To enable Cardholders to use 3D Secure the Customer should make sure that the related personal information held by the e-money Issuer (mobile phone number) is up to date. For assistance, speak to the Company's customer service team, see section 36.
- 13.8. To use 3D Secure:
 - 13.8.1. the Cardholder must have internet access
 - 13.8.2. the Cardholder must have a mobile phone
 - 13.8.3. the e-money Issuer must have the Cardholder's correct mobile phone number
 - 13.8.4. the Cardholder's mobile phone must be able to receive the one-time passcode SMS.
- 12.9 If the e-money Issuer does not have the Cardholder's mobile number, the attempted ecommerce transaction may be declined.

14. Disputes with Merchants (for the avoidance of doubt, this section 10 does not apply to Software customers)

- 14.1. Any disputes about purchases made using a Card should be settled with the Merchant who supplied the relevant Products and/or Services. The Company is not responsible for any claims for refund relating to a purchase with a Merchant where the quality or provision of the service is disputed.
- 14.2. The Company is not responsible for the quality, safety, legality or any other aspect of any Products or Services purchased with a Card. Once the Customer and/or the Cardholder has used a Card to make a purchase the Company cannot stop that Transaction.
- 14.3. The Company cannot give any warranty that all or any of the Products and/or Services will be available to purchase from any particular Merchant.

15. Checking Transactions

- 15.1. In order to view Transactions, the Customer or Cardholder must login to the App or Online Account Management Portal. Accessed via:
 - 15.1.1. App: <https://app.accountabl.eco/login>
 - 15.1.2. Web Portal: <https://portal.accountabl.eco>
- 15.2. The Company will display statements on the Technology Services for Appointed Administrators to view on demand.
- 15.3. The Customer will have the right and ability to view the Transaction history using the account management portal in respect of all Card(s) obtained by the Customer pursuant to this Agreement.

15.4. If the Customer or a Cardholder requires the Transaction history previous to that displayed in the account management portal, please contact Customer Service who may be able to provide this, see section 36 for contact details.

16. Card Expiry (for the avoidance of doubt, this section 10 does not apply to Software customers)

16.1. Subject to any earlier termination of this Agreement, each Card will expire after three (3) years. The expiry date is printed on the face of each physical Card and can be viewed on the Portal for Virtual cards. The Company will endeavour to notify the Customer when a Card is due for renewal but it is the Customer's responsibility to arrange a timely replacement of any Card(s) held before the relevant expiry date and to request new Card(s) when any Card is lost, stolen or damaged. The Company shall not be liable for any direct, indirect or consequential loss suffered by the Customer as a result of the Customer's failure to request any renewal or replacement Card in accordance with this section 16. The Card must not be used after its expiry date.

17. Liability and Indemnity

17.1. Subject to the other provisions of these Terms and Conditions, the provisions of this section 17 set out the entire financial liability of the Company.

17.2. Nothing in these Terms and Conditions excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or for fraud or fraudulent misrepresentation.

17.3. Subject to section 17.2:

17.3.1. the Company's total liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to:

17.3.1.1. where the Customer is a Pay Later Customer, £100,000 or the credit limit agreed with the Customer (whichever is higher); and

17.3.1.2. where the Customer is a Top-up Customer, £100,000; and

17.3.1.3. where the Customer is a Software Customer, the amount equal to the charges for Technology services as per the Schedule of Fees;

17.3.2. in all cases the Company shall not be liable to the Customer for:

- (a) any pure economic loss, loss of profit, loss business, business interruption, loss of revenue, depletion of goodwill, opportunity or anticipated savings, in each case whether direct, indirect or consequential or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Agreement;
- (b) any outcome which results from circumstances beyond the Company's control or consequences which would have been unavoidable despite the Company's efforts to the contrary, including the failure of data processing systems;
- (c) a merchant refusing to accept a Card;
- (d) the Company's compliance with legal and regulatory requirements; or
- (e) loss or corruption of data unless caused by the Company's wilful default.

17.4. Subject to section 17.2, the Company accepts no liability and gives no warranty, express or implied, whether arising by common law or statute under this Agreement in relation to any Products or Services supplied to the Customer or any Cardholder as a result of the use of the Card and the Company's only liability is in relation to the Card itself.

17.5. The Company reserves the right to charge the Customer for any reasonable costs incurred by the Company in taking action to stop the Customer or any Cardholder using their Card and to recover any monies owed as a result of the Company or any Cardholder's activities.

17.6. Subject to the provisions of this Agreement, the Customer shall be liable for all purchases made using the Card(s) irrespective of the employee, driver or vehicle in respect of which the supplies were made.

17.7. The Customer shall be solely responsible for the safe-keeping and security of any Cards and Users issued to it and for their correct use in accordance with this Agreement, whether by the Cardholder or by the Customer.

17.8. It is the Customer's responsibility to prevent fraudulent use of the Cards.

17.9. The Customer undertakes to indemnify the Company from and against all losses, claims, demands, expenses or costs which the Company suffers or incurs as a result of or in connection with the use of the Card by a person other than the Customer or Cardholder.

17.10. The indemnity in section 17.9 shall survive the expiry or early termination of this Agreement.

18. Redemption

18.1. A Cardholder cannot redeem the funds linked to a Card save as set out in this Agreement.

19. Refunding Transactions

19.1. The Cardholder, or the Customer acting on the Cardholder's behalf, may be entitled to claim a refund from the e-money Issuer in relation to Transactions where:

19.1.1. The Transaction was not authorised under this Agreement;

19.1.2. The e-money Issuer was responsible for a Transaction which was incorrectly executed and such Transaction was notified to the e-money Issuer in accordance with section 20 below;

19.1.3. A pre-authorised Transaction did not specify the exact amount at the time of its authorisation and the amount charged by a Merchant is more than the Customer could reasonably have expected taking into account normal spending patterns on the Card or the circumstances of the Transaction.

19.2. A claim for a refund in the circumstances set out above will not be accepted by the e-money Issuer if

19.2.1. the amount of the Transaction was made available to the Cardholder at least 4 weeks before the Transaction date or it is made more than 8 weeks after being debited to the relevant Card; or

19.2.2. the e-money Issuer was not notified of the unauthorised/incorrectly executed Transaction within 13 months of the debit date.

19.3. The Company excludes any liability in respect of any refund claim made to the e-money Issuer by the Cardholder and/or the Customer save where the refund claim arose as a result of the Company's breach of this Agreement.

20. Unauthorised & Incorrectly Executed Payments

20.1. The Cardholder, or the Customer acting on the Cardholder's behalf, may be entitled to a refund from the e-money Issuer in respect of any incorrectly executed Transaction unless the e-money Issuer has any reason to believe that the incident has been caused by a breach of this Agreement or the e-money Issuer's agreement with the relevant Cardholder, gross negligence or the Company or e-money Issuer has reasonable grounds to suspect fraudulent activity.

20.2. If the investigations show that any disputed Transaction was authorised by the Customer, or the Customer has acted fraudulently or with gross negligence, the Customer will be liable for any loss suffered by the Company or the e-money Issuer because of the use of the Card.

20.3. The Customer should check the Transactions on Card(s) regularly and carefully. The Customer should tell the Company immediately by contacting Customer Services at any time if there is a Transaction the Customer does not recognise or if the Customer thinks the e-money Issuer has sent a payment incorrectly. If the Customer does not tell Customer Services within 13 months of the date of the payment, the Customer may not be entitled to have any disputed Transactions corrected.

20.4. If the Cardholder, or the Customer acting on the Cardholder's behalf, disputes that the Customer or any Cardholder carried out a Transaction, the Company will expect the Customer to, and to procure the Cardholder to, co-operate with the Company, the e-money Issuer and the police in any investigations. The Customer and/or the e-money Issuer may give the police any information the Company considers relevant, to enable them to carry out investigations.

21. Keeping the Card Secure

21.1. The Customer or Cardholder must sign the physical card as soon as they receive it and keep it safe. The Customer shall ensure that it and its Cardholders:

21.1.1. do not allow anyone else to use their Card;

21.1.2. do not reveal their PIN and never write down their password(s), PIN or any security information unless it is done in a way that would make it impossible for anyone else to recognise any of that information;

21.1.3. only release the Card details (Card number, CVC, expiry date or PIN) to make (or try to make) a Transaction.

21.2. The Customer shall be liable for all transactions on a Card made by a third party who has obtained the PIN or (where applicable) the electronic details for that Card or who has obtained any other details regarding the Card including, for the avoidance of doubt, where a Card has been cloned.

22. Lost and Stolen

22.1. If a Card is lost or stolen (including constructive theft as a result of any person in possession of a Card having ceased to be a Cardholder through termination of employment or otherwise), mislaid, damaged, fraudulently used or reproduced or subject to other similar circumstances or not received by the Customer when due, the Customer must immediately notify the Company of such event by reporting it lost/stolen in the App or by calling the 24-hour lost and stolen helpline on 0203 409 2523 so the Card(s) can be blocked.

23. Customer and Cardholder Details

23.1. The Customer will provide the Company with personal data in connection with the Card(s). It is necessary for the Company to process certain personal data to provide the Customer with the Card(s) and services under this Agreement. The Customer shall, or shall procure that the Cardholder shall, notify the Company immediately if the Customer or any Cardholder changes their name, address, phone number or e-mail address by updating their details in the App.

23.2. If the Company discovers that the information it holds about the Customer or any Cardholder is incorrect, the Company reserves the right to suspend or cancel the Customer or Cardholder's Card until the Company can establish the correct information.

23.3. Contacting the Customer in an emergency - the Company or the e-money Issuer may need to contact the Customer or any Cardholder urgently if the Company or the e-money Issuer suspects or finds fraudulent activity has occurred on a Card (provided the Company is not prohibited from doing so by law) or if the Company or the e-money Issuer suffers a security threat. To do so, the Company or the e-money Issuer may (for example) send a text message instead of calling or emailing the Customer or Cardholder, if the Company or e-money Issuer thinks that this is the quickest way to contact the Customer or Cardholder. When the Company contacts the

Customer or Cardholder, the Company will also give the Customer or Cardholder information on how to minimise any risk to the Card depending on the nature of the security threat. The Company will use the same contact details which the Customer or the Cardholder have already provided the Company with when contacting the Customer or Cardholder.

24. Third Party Providers:

- 24.1. Customers can choose to allow a Third Party Provider (TPP) to access information on their account, to combine and display information about their account with information from accounts the Customer has with other payment service providers, and, if applicable to the Customer's payment instrument, to make payments for the Customer from the Customer's account, provided the TPP is authorised by the FCA or another European regulator and the Customer has given its explicit consent. If the e-money Issuer is contacted by a TPP it will contact the Customer for consent.
- 24.2. If the Customer provides consent, the Customer must keep the e-money Issuer informed of any incorrect or unauthorised transactions that happen so the e-money Issuer can take steps to stop further misuse of the Customer's relevant payment instrument and arrange any refund that the Customer may be entitled to.
- 24.3. If the Customer is considering using a TPP, it is important that the Customer checks with the regulator whether it is authorised before the Customer uses it.
- 24.4. The e-money Issuer can refuse or stop access to a TPP if the e-money Issuer is concerned it isn't authorised or if the e-money Issuer believes it's fraudulent or acting fraudulently. If that happens, the e-money Issuer will contact the Customer to explain why unless the e-money Issuer believes that would compromise the e-money Issuer's security or it would be unlawful.
- 24.5. This clause does not affect any Customers who do not use TPPs.

25. Accountabl Reimbursements

- 25.1. The Company provides Customers with the ability to reimburse expenses to the Users from the Customer for expenses made without the use of the Card by adding the expense in the accountabl Technology Services. Once a Customer enters into an Agreement with the Company, they have access to reimbursement features as a 'Software' customer.
- 25.2. Transactions with accountabl reimbursement features will be deemed authorised and consented by the Customer once the expenses added by the User in the accountabl Technology Services and, if applicable, has been reviewed and approved by a User within the Online Platform with such rights.
- 25.3. The Customer may set a threshold for when a reimbursement shall not require review and approval by a User within the accountabl Technology Services. Such payment transactions below the set threshold shall be considered authorised and approved by the Customer once added in the accountabl App by the User.
- 25.4. The details of reimbursed transactions are visible within the accountabl Technology Services.

26. Data Protection

- 26.1. The Company will comply with Data Protection Legislation and will process any Customer and Cardholder's personal data in accordance with the Company's Privacy Policy and this document. The Company's Privacy Policy is accessible in the App or on the accountabl website; it includes details of the personal data collected by the Company, how it will be used, and who it is shared with.
- 26.2. The Company and its affiliates are committed to maintaining personal data in accordance with the requirements of Data Protection Legislation and will take all reasonable steps to ensure that personal data is kept secure against unauthorised access, loss, disclosure or destruction. Except as required by law, or in accordance with these Terms and Conditions or the Company's Privacy Policy, personal data will not be passed to anyone without the data subject's permission.

27. Amendment and Termination/Cancellation

- 27.1. Cardholders have a legal right to cancel their Card and subscription to the accountabl Technology Services up to 14 days after registering their account without being charged a redemption fee. To cancel, Cardholders are required to inform the Customer and return their Card to the Customer. The Customer shall notify the Company immediately if the Customer or a Cardholder cancels their Card.
- 27.2. The Company may change these Terms and Conditions at any time by notifying the Customer by email or other agreed means at least two (2) months before the change is due to take effect.
- 27.3. Unless otherwise agreed in writing, the Agreement may be terminated by the Company at any time for any reason with immediate effect by giving the other party written notice.
- 27.4. If the Customer fails to pay any fees due to the Company by the due date specified in the relevant invoice, the Company shall be entitled to suspend access to the Technology Services until such time as payment is received in full.
- 27.5. The Agreement may be terminated with immediate effect by the Company in the event that the Customer ceases or threatens to cease trading, enters into liquidation (whether voluntary or compulsory), has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, a bankruptcy order is made against the Customer or the Customer makes an arrangement or composition with its creditors or any proceedings are commenced relating to the insolvency or bankruptcy or possible insolvency or bankruptcy of the Customer.
- 27.6. The Company may terminate this Agreement and/or suspend any Card(s) immediately if it believes that any Card is deliberately being used by the Customer or a Cardholder to commit fraud or for other illegal purposes. If the Company does this the Company will tell the Customer where it is permitted to do so. The Customer will not be entitled to a refund of money it has already spent on Transactions authorised, or pending or any fees for use of the Card or accountabl Technology Services before the Card is cancelled or expires.
- 27.7. The Company will stop or cancel an individual Card on the Customer's request. Cancellation or stoppage of a Card will prevent renewal of the Card on expiry.
- 27.8. The Company will revoke access to the accountabl Technology services on the Customers request.
- 27.9. The Company will revoke the provision of credit on the Customers request.
- 27.10. In the event of termination, cancellation, or stoppage:
- 27.10.1. any Shortfall shall become due and payable in full on demand in cleared funds to the Company;
- 27.10.2. the Company shall invoice the Customer for any Transactions made using the Cards which have not previously been invoiced or otherwise charged to the Customer, and the Customer shall pay such invoice on demand;
- 27.10.3. for Top-up Customers where all Card(s) have been terminated, cancelled or stopped, the Customer has a period of 6 years in which to request the return of any funds. On that request the Company will reimburse to the Customer a sum equal to the amount of any unspent Top-up funds previously paid by the Customer to the Company in accordance with this Agreement which are remaining on the Customer's account (subject to section 8.10). Any such reimbursement will be made once any outstanding transactions and chargebacks related to the Customer's account have been settled, unless the Company is concerned about the security or legality of any related transaction;
- 27.10.4. the Company will deactivate the Card(s); and

- 27.10.5. the Customer must stop using the Card(s) and must ensure that all Cardholders cease using the Card(s). If the Customer or any Cardholder uses or attempts to use any Card after cancellation, stoppage or termination the Company may make an administration charge, which will be payable by the Customer on demand.
- 27.10.6. The Customer must stop using the accountabl Technology Services and will be responsible for ensuring that all users have exported the necessary information from the system before cancellation, stoppage or termination.
- 27.11. In the event of termination or cancellation by whatever means, the Customer shall, where requested by the Company, return all issued Cards to the Company within 7 days.
- 27.12. Notwithstanding any other provisions of the Agreement, the Customer will remain liable in respect of any Transactions made with the Card after its cancellation or after termination of the Agreement.
- 27.13. The termination of the Agreement, howsoever arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The Terms and Conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

28. Duration, Fees and Limits

- 28.1. The fees, limits and restrictions that apply to the use of the accountabl Technology Services, the use of Cards and the provision of credit are set out in the Schedule, which may be initially attached to the application form. The application form can be completed and submitted online, over telephone or on a paper-based application.
- 28.2. Subject to any earlier rights of termination under this Agreement, this Agreement (and the Connection Term) shall come into effect on the Connection Term Commencement Date for the period stated in the Schedule of Fees under section 1: Duration. Thereafter the period shall automatically renew for further successive periods of the duration outlined in the Schedule of Fees at a time unless and until terminated by either party providing not less than 30 days' written notice to expire on the final day of the initial or any further such period.
- 28.3. Customers shall receive a periodic charge for the fees agreed for use of the accountabl Technology Services, the use of the Technology Services and the provision of credit;
- 28.3.1. Charges for credit will be visible as a periodic invoice issued by accountabl by automatic billing.
- 28.3.2. Charges for Technology Service fees will be billed via Stripe, Inc ("Stripe") and the customer shall be subject to the terms and conditions of Stripe's Service Agreement and Privacy Policy. The Customer further acknowledges and agrees to provide accurate and complete billing information, including valid payment card information, to Stripe. The Company shall not be liable for any failure of the Customer to provide such information, or for any errors or delays in processing payments or charges through Stripe. The Customer authorises the Company to charge the payment card provided by the Customer to Stripe for all charges incurred by the Customer for the use of the Company's products or services. The Customer acknowledges and agrees that the charges may be recurring and shall continue until the Customer cancels or terminates the relevant products or services in accordance with the terms and conditions of the relevant agreement between the Customer and the Company. The Customer further acknowledges and agrees that any disputes regarding charges or billing issues shall be resolved directly between the Customer and Stripe, and that the Company shall have no liability or responsibility for such disputes.
- 28.3.3. Charges for Technology Services fees cannot be exchanged for load fees on the Master Account.
- 28.4. All charges will be visible in the accountabl Technology Services, unless the Stripe payment is made with an alternative payment card to the accountabl Card.

28.5. All accountabl statements can be downloaded from the Portal or can be sent to the Customer on request by email.

28.6. The Customer will be liable for paying all taxes and duties related to the Transaction Fee for use of the accountabl Technology Services.

28.7. The Company may vary the fees, limits and restrictions comprised in the Schedule from time to time by giving notice in writing to the Customer.

29. Communication

29.1. For general enquiries and complaints relating to The accountabl Technology Services, the Cards and the provision of credit the Customer should contact Customer Services using one of the methods described in section 36.

29.2. All other communications between the parties about this Agreement shall be in writing and delivered by hand or sent by pre-paid first-class post or sent by fax or email:

29.2.1. (in the case of communications to the Company) to its registered office or such changed address as shall be notified to the Customer or in the case of faxes or e-mail to the fax number or e-mail address notified to the Customer by the Company from time to time; or

29.2.2. (in the case of communications to the Customer) to the registered office of the Customer (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of this Agreement or such other address as shall be notified to the Company by the Customer or in the case of faxes or e-mail to the fax number or e-mail address notified to the Company by the Customer from time to time.

29.3. Communications shall be deemed to have been received.

29.3.1. if sent by pre-paid first class post, two Business Days after posting (exclusive of the Business Day of posting); or

29.3.2. if delivered by hand, on the Business Day of delivery; or

29.3.3. if sent by fax or e-mail on a Business Day prior to 4.00pm, at the time of transmission and otherwise on the next Business Day.

29.4. Communications addressed to the Company shall be marked for the attention of a servicing director or Company Secretary of the Company.

30. Complaints

30.1. Complaints should be addressed to the Company's Customer Services, see section 36. The Company has procedures in place to make sure that it handles complaints fairly and quickly: the Company will acknowledge any complaint within three (3) Business Days. The Company will try to resolve any complaints the Customer has about its Card(s) or the services provided by the Company within 15 Business Days of receiving the complaint and in exceptional circumstances, within 35 Business Days (and the Company will let the Customer know if this is the case).

30.2. If the Customer is not satisfied with the outcome of its complaint, you may contact the Financial Ombudsman Service at Exchange Tower, London E14 9SR; telephone: 0800 023 4567 or 0300 123 9 123; website: <http://www.financial-ombudsman.org.uk>; and e-mail: complaint.info@financial-ombudsman.org.uk.

30.3. Where the Company fails to resolve a Customers's complaint within the 15 day time frame, or where the Customer feels that the complaint was not handled appropriately, (including cases where the complaint was not properly identified as a complaint), the Customer has the right to file a complaint to PayrNet if they believe that we provide our services improperly or our operations breach customers' rights or legitimate interests. The filing of complaints and complaint handling process is free of charge at PayrNet.

PayrNet shall accept complaints submitted in person (directly to Customer Service employee, verbally or in writing), by regular or registered mail (sending it to PayrNet's registered office 138 Holborn, Holborn, London EC1N 2SW or actual place of business), email (at the

address complaints@payr.net) or through the digital channels provided by PayrNet's online and mobile platforms.

31. Assignment

31.1. The Company may assign this Agreement or any part of it to any person, firm or company.

31.2. The Customer shall not be entitled to assign this Agreement or any part of it without the prior written consent of the Company.

32. Transfer to a new Card

The Company may transfer any Card(s) issued to the Customer to a new card provided by an e-money issuer other than PayrNet Ltd at any time. Before the Company does this, it will give the Customer not less than two months' notice of the card arrangements and any new card terms and conditions. Unless the Customer advises the Company within the two month period that the Customer does not want a new card from the new e-money issuer, the Customer agrees that the Company can automatically transfer the Customer's Card(s) to a new card provided by the new e-money issuer.

33. Governing Law

The formation, existence, construction, performance, validity and all aspects of this Agreement will be construed in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts.

34. e-money Issuer

The card and account are issued by PayrNet Ltd and licensed by Mastercard International Incorporation. PayrNet Ltd is authorised by the Financial Conduct Authority to conduct electronic money service activities under the Electronic Money Regulations 2011 (Firm Reference Number 900594).

35. Compensation

The Card is an electronic money product and although it is a product regulated by the Financial Conduct Authority, it is not covered by the Financial Services Compensation Scheme. No other compensation scheme exists to cover losses claimed in connection with the Card. The Company shall not be liable for any losses suffered by the Customer as a result of the e-money Issuer becoming insolvent

36. Customer Services

The Customer can contact the Company's customer support team via the following methods:

Accountabl Customer Services

Email: support@accountabl.eco

Phone: 01482 386 666

Post: Accountabl, 86-90 Paul Street, London, England, EC2A 4NE

37. Force Majeure

If the performance of this Agreement by the Company shall be prevented or delayed by any circumstances or conditions beyond the reasonable control of the Company (including without limitation, fire, flood, war, acts of terrorism, acts of God, government actions, strikes, lock outs, fuel shortages and any error or other failure of or affecting any e-money Issuer or Merchant), the Company shall have the right at its option: (a) to suspend further performance of the Agreement until

such time as such circumstances or conditions are no longer present; or (b) to be discharged from further performance of and liability under this Agreement.

38. General

38.1. Each right or remedy of the Company under this Agreement is without prejudice to any other right or remedy of the Company whether under this Agreement or not.

38.2. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of this Agreement and the remainder of such provision shall continue in full force and effect.

38.3. Failure or delay by the Company in enforcing or partially enforcing any provision of this Agreement shall not be construed as a waiver of any of its rights under this Agreement.

38.4. Any waiver by the Company of any breach of, or any default under, any provision of this Agreement by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

38.5. The parties to this Agreement do not intend that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

38.6. The Company reserves the right to sub-contract the fulfilment of this Agreement or any part thereof.

38.7. The Customer shall forthwith notify the Company in writing of any changes in the Customer's name, address, bank details, or any change of control of the Customer, including any change of legal entity.