

Count General Terms and Conditions

Date: 30 January 2026

This document (together with our [Privacy Data Policy](#) and [Website and App Terms of Use](#)) ("Terms") details the general terms and conditions governing the relationship between Count Finance LTD ("Count/ we/ us/ our") and the customer ("customer/ you") and sets out the rights and responsibilities we each have in this context.

These Terms include important information about who we are and prescribe the way in which we will provide products or services ("**Products and Services**") to you, and all together constitute a legal agreement. We offer different tiers of service, some of which include financial advice and others which do not.

Advised Services: Our services include access to Investment Accounts and potentially other features as described in promotional materials, that are provided on an advised basis. For these services, our recommendations are generated by our algorithms and are based on the information you provide during the onboarding process and potentially ongoing suitability checks.

You must note that certain of our Products and Services involve capital at risk and the value of your investments may go down, as well as up, and you may lose all of the capital that you have invested.

You will not be able to use any of our Products and Services unless you accept these Terms. Please read them carefully and make sure that you understand them before deciding to sign up with us. We may amend these Terms from time to time. Please refer to clause 13f for more information. You can find the latest version of these Terms on our website www.count-finance.com or you may ask for a copy at any time.

Note that these Terms are general terms and not specific to any of our Products and Services. Each of our Products and Services may be subject to additional specific terms, which you will need to agree to and which may take precedence over these Terms. Please refer to clause 1 of these Terms for more information.

A glossary of defined terms used in these Terms is set out in Annex 1.

1. Information about us

The provider of the products and services will be Count. Count may provide the product and/or service using Third Party Providers. This will be clearly stated in each of the specific product terms and conditions, but also reflected in the following table.

Product/Services	Third Party Provider	Relevant Terms
OpenBanking, KYC and one off payments	Plaid Financial Ltd.	Privacy and security policies Plaid
Custody, transactions and direct debits	WealthKernel Ltd.	WealthKernel General Retail Terms

Count Finance LTD, trading name Count, is a company registered in England and Wales under company number 15124304 with registered office at 167-169 Great Portland Street, London, England, W1W 5PF.

Count Finance Ltd is authorised and regulated by the Financial Conduct Authority (FCA) in the United Kingdom to provide, amongst other things, investment advice and arrange deals in investments and pensions. Our Financial Services Register number is 1017452. You can check this on the FCA's Register by visiting the FCA website or contacting the FCA.

Client Classification: We will treat you as a 'Retail Client' for regulatory purposes, affording you the highest level of regulatory protection under FCA rules.

2. Count Website and App

You can find a lot of information about us and our Products and Services on our website www.count-finance.com ("Count Website").

We also operate a mobile application ("Count App") which you can download on your mobile phone. All Products and Services are delivered via the Count App, and as such, you will not be able to access the Products and Services without having first installed the Count App.

The use of the Count Website and Count App is governed by our Terms of Website Use which can be found on the Count Website. Please take the time to read these carefully.

3. Our Products and Services

a. General

Count will act with all due skill, diligence, and care when making the Products and Services available to you.

Access to the Products and Services is provided at Count's sole discretion. Count may reasonably, and as permitted under applicable law, add, modify or discontinue any feature, functionality or any other tool within the Products and Services at its own discretion and without further notice to you. Where a material adverse change is made to the core functionality of the Products and Services, Count will provide you with reasonable prior notice of such change in accordance with the relevant provisions.

You may use our Products and Services only for lawful purposes. You may not use our Products and Services:

- in any way that breaches or is intended to breach any applicable local or international law, regulation or policy or causes Count to breach any applicable law, regulation or policy;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm others, including minors and vulnerable persons (as such term is defined by the local legislation) in any way at any extend;
- for anything that is abusive, intrusive, or incites hate, violence or does not comply with Count's policies;
- in connection with any unsolicited or unauthorised advertising or promotional material or any other form of spam;
- in connection with harmful programs like viruses or spyware or similar computer code designed to adversely affect the operation of any computer software or hardware;

- in any way that would evade any applicable taxes, levies or duties illegally or facilitate any form of tax evasion in any jurisdiction;
- in any way that facilitates and/or constitutes money laundering and/or terrorist financing.

We provide restricted financial advice. This means:

- **Scope of Advice:** Our advice focuses on:
 - Assessing your investment objectives, financial situation, knowledge and experience, risk tolerance, and capacity for loss to determine a suitable Investment Profile.
 - Recommending a suitable investment portfolio comprised of Exchange Traded Funds (ETFs) designed for broad diversification, aligned with your Investment Profile.
 - Advice on the appropriate level of emergency funds.
 - Advice on the suitability of using tax wrappers offered by Count, such as ISAs and SIPPs, based on your circumstances.
- **Limitations of Advice:** Our advice is limited to the products and services offered by Count. We do not provide advice on:
 - Individual stocks, bonds, or other securities not contained within our offered ETF portfolios.
 - Debt management or consolidation.
 - Decisions regarding occupational pension schemes, including pension opt-outs or transfers not related to the Count SIPP.
 - Insurance or protection products (e.g., life insurance, critical illness cover).
 - Complex tax planning or legal advice beyond the general use of standard tax wrappers.
 - Mortgages or property investments.

If you require advice on areas outside of our defined scope, you should consult an independent financial advisor, legal professional, or tax specialist.

b. Account Information Management Services

This service will enable you to access, manage, and act on information regarding your individual personal account(s) held with your bank ("Personal Account(s)"). The service does not address any accounts held for business purposes.

We track and analyse information from your Personal Account(s) in order to help you better understand, inter alia, your income, expenses, and spending patterns. Making use of our analytics, Count will be able to identify funds in your Personal Account(s) that may be put aside and transferred automatically to your Investment Account(s).

- You agree and explicitly provide Count with the authorisation to analyse information from your Personal Account(s).
- You hereby agree and acknowledge that in case an automatic transfer fails to be completed for whatsoever reason, you shall devote best efforts and

cooperate with Count in good faith for adjusting the failed automatic transfer.

- Note that Count is not endorsed or sponsored by the providers of your Personal Account(s).

For these purposes, and as applicable, we will set up a direct debit mandate for you with an appropriately authorised Third Party Services Provider. To cancel a Direct Debit, you must follow WealthKernel's cancellation process. You may also cancel the Direct Debit directly through your bank. Telling Count that you wish to cancel will not, by itself, cancel the Direct Debit mandate, and you remain responsible for ensuring that the cancellation has been completed.. You may not be able to stop payments which are already in progress or scheduled to take place when you give notice to cancel because, for example, the notice to cancel is too close to the payment date and the relevant instructions to make those payments have already been acted on.

You are responsible for ensuring that sufficient funds are available in your nominated bank account to meet each Direct Debit payment. We are not responsible for any overdraft charges or other bank charges resulting from insufficient funds, except to the extent that those charges arise directly from an error by Count or our failure to exercise reasonable care and skill. Note that only funds from your Personal Account(s) may be transferred to your Investment Accounts.

Your funds will remain in your Investment Accounts until you instruct us to transfer any or all of your funds from your Investment Accounts to your Personal Account(s) by using the "withdraw" functionality in-app. Withdrawal from your Investment Accounts may be restricted, subject to penalty payments and liquidation costs. We will generally transfer the requested funds from your Investment Accounts to your Personal Account(s) within one (1) Business Day or within a reasonable time from the day that we will receive your withdrawal request. If you do not have sufficient funds in your relevant Investment Account to cover the amount of the requested transfer, your request for the transfer will be declined.

If there is not enough cleared cash available, investments must first be sold. The sale order will normally be submitted at the next available dealing opportunity, usually on the same or next working day. The sale price will not be known until the order has been executed. Proceeds from the sale of ETFs normally settle two working days after the trade date (T+2). Once the proceeds have settled and become available as cleared cash, onward payment to your verified bank account will normally be made within one further working day. Where investments must be sold, you should therefore normally receive your money within three to four working days after we accept your withdrawal request. It may take longer due to weekends, bank holidays, dealing cut-off times, market closures, liquidity constraints, settlement delays, required checks or circumstances outside our control.

We may also transfer funds from your Investment Accounts to your Personal Account(s) without notice to you upon the closure of your Count Account, and at any time if required under applicable law, or if we, in our sole discretion,

reasonably suspect that the Products and Services, are being used for illicit purposes or otherwise in violation of these Terms.

Your Investment Accounts are operated and maintained by the relevant Third Party Provider.

c. The Individual Services:

The Individual Services are subject to specific additional terms and conditions (the "Individual Service Terms") and may incur additional fees or charges found in Appendix 1.

Note that Individual Services may be provided by third parties. In these cases, provided we have exercised due skill, diligence, and care in selecting the relevant Third Party Providers, Count is not responsible or liable for their supply (or failure to be supplied) and does not endorse or recommend any Individual Services offered by Third Party Providers. If you choose to proceed with an Individual Service offered by a third party, we will act as your agent in arranging it. When receiving an Individual Service from a Third Party Provider, in addition to the Individual Service Terms, you will also be subject to the terms and conditions of the relevant third party, over which we have no control or discretion. You should decide whether to use any Individual Services from a Third Party Provider only at your own discretion and risk. If you have any doubt about whether a certain Individual Service is provided by us or by a Third Party Provider, please ask us.

Individual Services may involve the transfer of funds from your Personal Account(s) and/or Savings Account to facilitate the move of funds in connection with the use of Individual Services or a Third Party Provider, and your ability to access your money will depend upon the relevant Individual Service Terms.

Funds released from closing, redeeming or withdrawing from an Individual Service will be paid back to your Personal Account, unless otherwise specified.

From time to time, we, or third parties on our behalf, may offer trials of Individual Services for a specified period (Trial Period) without payment or with payment at a reduced rate for a specified period (Discount Period). The selection of customers along with the specified period may vary based on various factors, including but not limited to, their usage history, plans, engagement, or other criteria determined by us. Count may determine at its sole discretion your eligibility for a Trial or Discount Period, and withdraw or modify a trial or discount at any time without prior notice and with no liability and obligation to provide any explanation or reasoning for the selection or discontinuation process, to the extent permitted under applicable law.

Trial and/or Discount Period may be communicated to you through various channels such as email, in-app notifications, or other means of communication and social media as deemed appropriate by us. To avail yourself of the Trial and/or Discount Period, you must follow any instructions provided in the communication received from us or in the Count app. Failure to follow the specified instructions may result in the discontinuation of the Trial and/or Discount Period.

We may require you to provide your payment details to start the Trial and/or Discount Period. By providing such details you acknowledge and agree that we may automatically begin charging you for the Individual Services on the first day following the end of the Trial and/or Discount Period on a recurring monthly basis or another interval that we disclose to you in advance. If you do not agree with these clauses on the Trial and Discount Period, you should refrain from accessing or using it.

If you do not wish to continue receiving the Individual Service(s) you must cancel these, and the respective trial, via the App before the Trial Period lapses. Count bears no responsibility for providing you with advanced notice of the expiry of a Trial Period and you bear sole responsibility for giving notice that you do not wish to continue to receive the Individual Services prior to the expiry of the Trial Period.

d. Direct Debit and Investment Timing

Where a client has authorised us to collect contributions by Direct Debit, payments will normally be collected on the 1st day of each calendar month (or the next working day if the 1st falls on a non-business day).

Following collection, funds are credited to the client's dealing account through the banking system. This process typically takes up to three business days. Once funds have been received and credited to the dealing account, they will be invested in accordance with the client's instructions. Until funds are credited, they cannot be invested. We are not responsible for delays caused by the banking system or third-party payment providers

e. Count Referral Programme

From time to time, you may be enrolled into a Referral Campaign under which you may be able to invite eligible persons (as the T&Cs that will apply for that specific Campaign) to use our Products and Services. Provided the successful completion of the necessary steps described in each Referral Campaign, you may be eligible for a Referral Bonus.

An eligible person can be anyone over the age of 18, who is not an existing Count user at the time they are invited.

We may suspend a Referral Campaign at any time, if we have reason to believe that it is being abused or not made in good faith. We may do this on an individual or campaign-wide basis.

In cases of suspected fraud and/or material abuse of the Count Referral Programme, further action may result in the suspension of your Count account. If the Referral Bonus has been paid to you, we have the right to recover it in such cases. If the Referral Bonus has not yet been paid to you, we have the right to not proceed with its payment in such cases.

Additional terms relating to the Count Referral Programme can be found under the Count Frequently Asked Questions (FAQ) section, which you can visit [here](#).

You must read these terms carefully to ensure that you understand your obligations under the Count Referral Programme.

If you decide to close your Count account, we may recover any unclaimed Referral Bonus(es) unless you reach out to claim it within one (1) month after the closure of your Count account. Count will not be liable for any loss when you fail to claim the Referral Bonus(es) in due time.

4. Using our Products and Services

a. Application

You must make an application ("Application") via our App in order to use our Products and Services. You are not able to make an Application on behalf or for the benefit of another person.

By submitting your Application, you confirm that the information you have provided is accurate and complete. You acknowledge that we may require further information from you in order to consider your Application. If any information provided in your Application is found to be incorrect or incomplete, we may reject your Application but will return to you any funds received.

If we have been unable to complete identity verification checks to our satisfaction following our receipt of your Application, we may reject your Application but will return to you any funds received back to the source of deposit, whenever possible. .

We maintain full discretion to accept or reject your Application and reserve the right to do so without providing you with the reasoning for such acceptance or withdrawal of application.

We will notify you once we have reached a decision (either positive or negative) regarding your Application, save where we are restricted from doing so by applicable law(s) and/or any other obligations that Count may have.

b. Access

You can access our Products and Services through our App.

c. Eligibility

- You must be over 18 years old to use our Products and Services and maintain an individual bank account that is personal to you and not used for business or commercial purposes.
- You must be a UK resident to use our Products and Services and you must be a UK resident for tax purposes to use the Individual Services that are subject to the relevant Individual Services Terms as noted above in Section 3.
- You must not be a US citizen, resident or a green card holder and not subject to US taxation.

d. Obligations

As a condition of receiving access to the Products and Services, you shall:

- exercise all due care, skill, and diligence in use of the Products and Services;
- ensure that you comply with all applicable laws and regulations in connection with its access to and use of the Products and Services;
- enter into and continuously comply with your obligations under all documentation required by Count in connection with the provision of the Products and Services;
- provide all such documentation or information as may be reasonably required by Count to ensure its compliance with applicable law and regulation, including, but not limited to, information to verify your identity, your financial circumstances, or other, your financial circumstances, or other, and failure to do so may result in the termination of your Account in accordance with the provisions of these Terms;
- not use the Products or Services to provide products or services to any third party;
- give us consent to access your Personal Account(s) on a read-only basis in order to use our Product and Services. You must use said Personal Account(s) only for self-use or personal use, not business purposes;
- confirm that the Personal Account(s) is/are owned in your name and not in the name of any other person or a legal entity;
- agree to submit only one Application to use our Products and Services and to have only one Count Account. Any additional Count Accounts identified, will result in termination of said Count Accounts, in accordance with provision 13a of the Terms.

e. Risks

Your Capital is at Risk. The value of your investments can go down as well as up, and you may get back less than you invested. Past performance is not a reliable indicator of future results. We do not guarantee any specific investment outcome.

You acknowledge and accept the risks associated with investing, including but not limited to:

- **Market Risk:** The risk of losses due to factors affecting the overall performance of financial markets.
- **Investment Specific Risk:** The risk that individual investments within your Portfolio may perform poorly.
- **Liquidity Risk:** The risk that certain investments may be difficult to sell quickly at a fair price.
- **Currency Risk:** If investments are held in foreign currencies, changes in exchange rates can affect the value of your Portfolio.
- **Inflation Risk:** The risk that the return on your investments does not keep pace with inflation, eroding purchasing power.
- **Counterparty Risk:** The risk that the Custodian or other counterparties may default on their obligations.
- **Operational & Technology Risk:** The risk of loss resulting from inadequate or failed internal processes, people, systems, or external events (including cyber-attacks).

Our Service relies on algorithms and technology. While we take reasonable steps to ensure reliability, system failures, errors, or delays may occur.

Further details on risks are provided on our Website.

5. Fees and Charges

We reserve a right to charge a fee, in the form and amount as agreed in your plan, for the Products and Services we provide to you. Any fees you may have to pay to us are listed on the Count Website and set out in our Fees Schedule, which forms part of this Agreement. Unless we have agreed otherwise, all fees arising in connection with the provision of the Products and Services shall be due and payable by you to us as agreed in your plan and you further agree that such fees shall be automatically deducted from your Investment Accounts balance, whenever possible.

If not enough money is held in your Personal Account and/or Investment Accounts to pay the fees or other amounts you owe us, we may recover the amount due by:

- exercising our right of set-off; or
- exercising our legal rights, such as instructing lawyers or debt collectors.

If we take any (or all) of these steps, we might charge you our reasonable costs that we may incur.

You must pay, or reimburse, us for any taxes applicable to you, now or in the future, as a result of using the Products and Services.

6. Our Regulatory Obligations

a. Conflicts of Interest

We comply with applicable law concerning conflicts of interest and we maintain a conflicts of interest policy, a copy of which you can access [here](#). To that end, we have put in place and comply with various organisational and administrative measures to avoid any conflicts which may negatively affect your and our interests.

If, in providing you with our Products and Services, there is a risk of a conflict of interest arising between you and us (including Count's managers, employees or persons directly or indirectly related to Count), or between you and another client, we will clearly inform you about the general nature and/or sources of such conflicts of interest and the measures taken to mitigate such risks before providing you with any of our Products and Services.

Note that a separate policy in respect of avoiding and managing conflicts of interests may apply to you under the Individual Service Terms or the Third Party Provider Terms.

b. Record Keeping

We maintain records relating to the verification of your identity and for activities carried out under this agreement in accordance with applicable law and the FCA Rules.

We may record and monitor conversations and/or correspondence that we have with you. We will store recordings in accordance with applicable law and the FCA Rules.

c. Appropriateness

We have a regulatory obligation to ensure the advice we give and the investment decisions we make are suitable for you.

- **Assessment:** We will assess suitability by gathering information about your personal and financial circumstances, investment objectives, knowledge and experience relevant to our services, tolerance for risk, and your capacity to absorb potential investment losses. It is essential that you provide accurate and complete information during this process and promptly inform us of any significant changes to your circumstances, as our advice relies on this information.
- **Investment Profile:** Based on the information you provide, we will determine your Investment Profile.
- **Recommendation:** We will recommend an investment portfolio aligned with your Investment Profile and the scope of our advice. If you proceed, we will provide you with ongoing advice on this portfolio accordingly.
- **Suitability Report:** We will provide you with a Suitability Report explaining why the recommended investment strategy and portfolio are deemed suitable for you based on the information you provided.
- **Ongoing Suitability:** We will reassess the suitability of your portfolio periodically (typically annually) and may contact you for updated information. However, you remain responsible for informing us promptly of any significant changes to your circumstances that could affect the suitability of your existing investments or our advice.

d. **Safeguarding your Funds**

We are not responsible for safeguarding your funds when using our Products and Services. Safeguarding obligations may apply to Third Party Providers. Please refer to the Third Party Providers Terms, as these may be applicable to you.

We do not hold any client money or assets for you.

7. Third Party Providers

We may partner with Third Party Providers when making our Products and Services available to you. These Terms include important information about the relationship you might have with such Third Party Providers. Note that Third Party Providers may have their own terms and policies which may be applicable to you. Please also refer to our Privacy Policy for information about the processing of your personal data in this context.

When selecting Third Party Providers, we shall act in your best interests and in accordance with applicable laws. The Third Party Providers we use in each case may differ.

We will inform you of the identity and terms of any Third Party Providers you might use when providing you with our Products and Services. Should we decide to replace any of the Third Party Providers we have already spoken to you about, we will notify you as per the relevant provisions with the Third Party Provider, or otherwise at least ten (10) Business Days, in advance of the change being effected, unless we implement contingency plans or act to comply with applicable law, in which case we will tell you as soon as possible. If you do not consent to the replacement of a Third Party Provider, you may terminate your contract with us in accordance with provision 13a.

The WealthKernel retail client, ISA and SIPP terms and conditions can be found here –

[WealthKernel General Retail Terms](#)

[WealthKernel SIPP Terms](#)

[WealthKernel ISA Terms](#)

8. Security Issues

a. General

You must not allow anyone to access our Products and Services on your behalf.

You must treat your security credentials, identification code, password, and any other piece of information linked to the applicable security procedures as confidential, and you must not disclose it to any third party.

You must notify us immediately if you have reason to believe that any of the aforementioned information, or any other information relevant to your app security have been disclosed to a third party.

You must use material, information, and content made available to you exclusively for the purposes of using the Products and Services. You may not copy, reproduce, distribute, or create derivative works from this content.

You may not reverse engineer or reverse compile any of the technology associated with us.

b. Access to your Personal Account(s)

In order to ensure we can access information from your Personal Account(s) securely, we may work with and redirect you to one of our trusted OpenBanking Provider(s). You will be asked to provide your explicit consent to enable us and our OpenBanking Provider(s) to access specified information about your Personal Account(s) and your transactions on a read-only basis. To keep you safe, we will periodically ask you to renew your consent, including in circumstances where access is in relation to transactions executed more than 90 calendar days ago.

You may withdraw your consent to access your Personal Account(s) at any point. If you do withdraw (or fail to renew) your consent, we may be unable to provide you with some or all of our Products and Services.

If you have cancelled any of your Personal Account(s) or transferred a Personal Account to another bank, or where your Personal Account(s) has been restricted, disabled, suspended, or terminated by the provider of your Personal Account(s), you must inform us as soon as reasonably possible. You should be mindful that such an event may impact your ability to receive our Products and Services, but that such event will not impact your obligations under Clause 5.

c. Your Information

For our compliance purposes, and in order to provide our Products and Services to you, you hereby authorise us to, directly or through a third party, obtain, verify, record and, where appropriate, share information and documentation that helps us verify your identity and Personal Account(s) information. When you register to Count, and from time to time thereafter, we may require you to provide and/or

confirm information and documentation that will allow us to identify you. You agree to provide us from time to time with all such information and documentation about you as we may reasonably require in order to fulfil (i) our obligations under applicable laws; and/or (ii) our obligations to you under these Terms.

Where we request information about your identity, including information relevant to third parties provided by you, we maintain such information under our record keeping requirements throughout which period these Terms are in effect in accordance with applicable law and the FCA Rules.

By agreeing to these Terms, you grant us and our OpenBanking Provider(s) a non-exclusive, royalty-free licence to use the information from your Personal Account(s) in connection to the Products and Services you have chosen to use or as otherwise required under these Terms. We will only have the right to use, modify, display, distribute, and create new material using or incorporating information from your Personal Account(s) to provide Products and Services to you. When retrieving information from your Personal Account(s), we are doing so only as your representative and on your behalf and not on behalf of or in the name of any third party.

Our OpenBanking Provider(s) and we may also use, sell, licence, reproduce, distribute and disclose aggregate, non-personally identifiable information that is derived through your use of the Products and Services.

We may disclose your identity and information relating to your Personal Account(s) to third parties and authorities if we are required to do so under any applicable law or court order.

We do not check the accuracy of the information in your Personal Account(s) or any other personal information you provide to us. We rely on you to ensure that any such information is up to date, complete, and accurate.

By agreeing to these Terms, you represent that you are the legal owner of the data in your Personal Account(s) and that you have the authority to appoint, and do expressly appoint, our OpenBanking Provider(s) as your agent and grant a limited power of attorney to access and retrieve such data on your behalf.

d. Security Incidents

If we become aware or suspect that you are affected by fraud and/or an operational security incident, your access and use of our Products and Services may be restricted until such time that the suspected incident is resolved.

If we believe that there is any suspected or actual fraud, or we suspect that there has been a security breach, we will contact you by email or any other secure means.

If you believe that your account has been compromised or you do not recognise activity on your account, please contact us at hello@count-finance.com.

Neither we nor our OpenBanking Provider(s) can initiate any transaction on your Personal Account(s) without your prior consent. However, if you are concerned about any activity on your Personal Account(s) please contact us.

e. Lost or Stolen Device

If your mobile device is lost or stolen, or if you suspect someone has gained unauthorised access to your username, security credentials (e.g. PIN) or password, you must contact us immediately at hello@count-finance.com. In order to take any action, you will need to provide certain account information so we can verify your identity.

You must ensure that you are the only person who accesses and uses the Products and Services via the app.

You shall use reasonable endeavours such as using password protection on your device to prevent any unauthorised access to and use of the app and the Products and Services and, in the event that you suspect any such unauthorised access, promptly notify Count.

You shall be solely responsible for maintaining and keeping secure all security credentials (e.g. PIN) or passwords required to access the Products and Services. If you become aware that you have lost or misplaced your security credentials, or that the security credentials have become or may become compromised, you shall inform Count immediately and Count reserves the right to suspend your access to and use of the Products and Services until such time as changes are made to its security credentials.

Until such time as you notify Count that the security credentials have been lost or misplaced, Count shall be entitled to rely on any instructions made via the Count App or via email and you shall remain solely liable for any transactions entered into as a result.

9. Representations, Warranties and Responsibilities

You expressly represent and warrant on a continuous basis that:

- you are over 18 years old and have full legal capacity to enter into an agreement to use our Products and Services;
- you are the legal and beneficial owner of any monies that are used by you in relation to any of our Products and Services;
- any monies used by you in relation to any of our Products and Services do not constitute the proceeds of crime;
- you are acting solely on your own behalf and not as agent for another;
- you understand that you bear sole responsibility for all decisions made in connection with your access to and use of the Products and Services;
- you will not use our Products and Services to engage in any activity that is fraudulent, deceptive, misleading, manipulative, abusive, or otherwise brings or causes to bring Count into disrepute;
- factual information heretofore or contemporaneously furnished by you to Count, for purposes of or in connection with the Products and Services is true and accurate in all material respects;
- you have not relied on any oral or written representation or warranty made by Count or any other person on Count's behalf, other than those explicitly out in these Terms;
- if you choose to download or otherwise obtain any information, material and other content made available by or through us or a Third Party Provider, you will do so at your own discretion and risk and you are solely responsible for any damage to your operating system or loss of data following the download of any such material;

- if you choose to use any of our Product and Services, you will do so for domestic and private purposes only and you will not use any of the Products and Services for any commercial, business or resale purposes; and
- you understand that we make our Products and Services available on an "as is" and "as available" basis.

Except as otherwise stated in these Terms, we and our Third Party Provider(s) expressly disclaim any other duties or warranties in relation to our Products and Services, as well as in relation to information, material, and other content made available by or through us or a Third Party Provider, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

We will act reasonably to ensure that our Products and Services operate as intended. However, neither we nor our Third Party Provider(s) make any warranty that:

- we will meet your requirements;
- we will be uninterrupted, timely, secure, or error-free;
- the results and data that may be obtained from the use of our Products and Services will be accurate or reliable;
- the quality of Products and Services, or information, material and other content made available by or through us or a Third Party Provider will meet your expectations;
- any errors in the technology will be corrected.

No advice or information, whether oral or written, obtained by you from or through us or our Third Party Provider(s) will create any warranty not expressly stated in these Terms.

You agree to and understand that it is your responsibility to:

- Provide accurate and complete information and promptly update us of any changes.
- Read and understand all information we provide, including this Agreement, the Fees Schedule, Privacy Policy, Suitability Reports, and risk warnings.
- Keep your Account login details (username, password, PINs, biometric data) secure and confidential. You are responsible for all activities conducted through your Account. Notify us immediately if you suspect unauthorised access.
- Regularly review your portfolio statements and communications from us.
- Ensure you have sufficient funds available for planned investments or fee deductions.
- Comply with all applicable laws and regulations when using the Service.
- Use the App and Website only for their intended purpose and do not attempt to disrupt or compromise their security or functionality.

Our responsibilities are to:

- Act honestly, fairly, and professionally in accordance with your best interests.
- Comply with all applicable FCA rules and regulations.
- Provide the Service with reasonable skill and care.

- Take reasonable steps to ensure the suitability of our advice based on the information you provide.
- Implement appropriate systems and controls.
- Maintain adequate records relating to your Account and transactions as required by regulation.
- Manage conflicts of interest fairly; our Conflicts of Interest Policy is available on our Website.

10. Our Liability

We will compensate you for any loss or damage you may suffer that is a foreseeable and direct result of our negligent breach of these Terms. A loss or damage shall be considered foreseeable in this context if it was contemplated by you and us at the time you agreed to these Terms.

Subject to applicable laws, we or any Third Party Provider(s) (provided that we have exercised due skill, diligence, and care in the appointment of such Third Party Provider(s)) are not liable or responsible to compensate you for:

- any loss or damage you may suffer that was caused by events outside our control, including, but not limited to changes in applicable law, a major suspension or interruption of public services or electrical power and delays or other malfunctions in our communications systems (including phone and email), IT systems, or the internet;
- any loss or damage you may suffer that was not foreseeable at the time you agreed to these Terms;
- any loss or damage arising from a failure of Count to perform its obligations under these Terms due to a Force Majeure Event;
- any damage to a device or digital content belonging to you which resulted from the use of our Products and Services and which could have been avoided if you had followed our advice and recommended technological updates in respect of the use of Products and Services;
- any loss of profit, loss of business or goodwill, damage to reputation, business interruption, or loss of business opportunity resulting from the use of our Products or Services;
- any loss of data which is not caused by factors like negligence or breach of our statutory duty or of our OpenBanking Provider(s);
- the acts or omissions of the providers of your Personal Account(s);
- any statement or conduct on or via Count Website or Count App by any third party;
- the cost to you of obtaining goods or services as substitutes for the Products and Services we provide;
- any other loss or damage suffered by you in connection with the Services and Products or these Terms; or
- any loss, damages, or lost opportunity that arises in connection with the Count App being unavailable to you or which arises in connection with your failure to ensure that you have downloaded the latest version of the Count App.

Nothing in this Agreement excludes or limits our liability for death or personal injury caused by our negligence, for fraud, or any other liability which cannot be excluded or limited under applicable law (including FCA rules).

11. Compensation

Count does not currently provide a bank savings or deposit account. Your investments and any money held for your emergency fund in money market fund ETFs are investments and do not benefit from FSCS deposit protection. WealthKernel holds your investments in custody and may temporarily hold uninvested cash, including money awaiting investment or withdrawal, as client money in segregated bank accounts with UK-authorized banks.

If a bank holding client money fails, eligible cash may be protected by the Financial Services Compensation Scheme (FSCS) up to the applicable deposit-protection limit, currently £120,000 per eligible person, per authorised bank. This limit is shared with any other eligible deposits you hold directly or indirectly with the same bank or banking group. If Count, WealthKernel or another authorised investment firm involved in providing the Services fails and cannot meet a valid claim against it, FSCS investment protection may apply. The current limit for investment claims is £85,000 per eligible person, per firm.

FSCS protection does not cover losses caused by normal investment performance or changes in the market value of your investments. Eligibility and the amount of compensation available will depend on the product, the firm involved and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk and in WealthKernel's client terms.

12. Indemnification

You agree to protect and fully compensate us, our affiliates, and our Third Party Provider(s) from any and all third party claims, liability, damages, expenses, and costs (including, but not limited to, reasonable solicitors' fees) caused by or arising from your use of the Products and Services, your violation of these Terms or your infringement, or infringement by any other user of your Count Account, of any intellectual property or other right of anyone.

13. Termination, Suspension, Amendments and other Terms

- a. Termination: These Terms will remain in force until either you or us seek their cancellation in accordance with this clause.

Subject to these Terms, you can cancel your use of the Products and Services at any time by giving notice to us via email or via the Count App.

Subject to the Individual Services Terms, we can immediately cancel our provision of any of the Products and Services to you by giving notice to you via email or via the Count App if:

- your use of the Count Account has been inactive for an extended period of time, typically 6 months;
- you commit a material breach of these Terms;
- you commit a breach of the Terms of Website Use;
- a Default Event occurs in relation to you;
- you fail to provide information required for regulatory purposes or provide false information;

- you act abusively or threateningly towards our staff;
- your account balance(s) falls below any required minimum for a sustained period, typically 6 months.

Upon termination:

- we will proceed to arrange liquidation of the assets in your portfolio unless you instruct us (and it is operationally feasible and permissible) to transfer them to another provider (an 'in specie' transfer, which may incur charges);
- proceeds from liquidation, net of any outstanding fees or charges, will be returned to your nominated bank account;
- your access to the App and Website (for the Service) will cease once the closure process is complete;
- termination does not affect any rights, obligations, or liabilities that arose prior to termination.

Clauses intended to survive termination (e.g., Liability, Data Protection, Governing Law, Fees accrued) will remain in effect.

- b. Suspension: where we become aware of any circumstances, or the possibility of such circumstances, under Clause 13a arising in connection with you, we may suspend your account with immediate effect and without prior notice to you whilst we conduct an investigation in relation to such circumstances. Where we suspend your Count Account, we will notify you of that, save where we are restricted from doing so under applicable law.
- c. Death: once we have received a notification that you have died, we will suspend your Count Account as soon as reasonably practicable. The value of any funds held in your Investment Accounts or otherwise connected to your Count Account, including any assets, may form part of your estate and, provided we receive appropriate evidence that an appropriate representative is responsible for the management of your estate, we will act on the instructions that are given by those representatives. These Terms will continue in full force and effect until such time as your Count Account is closed, at which point these Terms will terminate. You acknowledge and agree that Count shall not be responsible for any losses incurred on your Count Account whilst we await instructions from your representative(s).

If your account is cancelled, we will subject to the completed cancellation process aim to complete transfer any funds in your Count Account to your Personal Account as soon as reasonably possible. within two (2) Business Days. In the event you hold investments, these will be sold prior to your account being closed, as applicable your consent will be sought.

- d. Interpretation: In the event of any conflict and/or inconsistency arises between these Terms, and the Terms of Website Use and/or any applicable Individual Service Terms and/or any other terms and conditions that apply to our Products and Services, the Individual Service Terms will prevail and take precedence over these Terms, which in turn shall prevail over the Terms of Website Use.
- e. Language: These Terms and all information, notifications, and communication in relation to the Products and Services will be in the English language. Any communication, information or documents provided by you to us must be in

English, and as applicable translated and certified by a professional and accredited translator, unless otherwise agreed between you and us.

- f. Updates and Amendments: We may from time-to-time update or amend these Terms, including, for the avoidance of doubt, the definitions, appendices and any arrangements made under or in connection with these Terms.

We can make changes to these Terms without your specific agreement. Unless required otherwise under the provisions of a Third Party Provider or applicable laws, we will make a reasonable effort to give you at least ten (10) Business Days' notice of any changes and inform you of when these changes will become effective. If you do not agree to the changes, you can notify us and we will terminate these Terms in accordance with clause 13a and arrange for your account to be closed subject to any relevant Individual Service Terms. By continuing to use the Products and Services, or by failing to notify us of your objection within ten (10) Business Days after the changes to these Terms have been communicated to you, you agree to be bound by the revised Terms.

You can find the latest version of these Terms on the Count Website. Any changes effected to the version of the Terms you originally agreed to, will be reflected in the latest version of the Terms available on the Count Website.

- g. Third Party Rights: To the extent we rely on Third Party Providers for the provision of our Products and Services, such Third Party Providers are to be treated as beneficiaries of the relevant provisions of these Terms with all rights to enforce such provisions as if they were a party to these Terms. Save as otherwise expressly provided for in these Terms, no other person will have any rights to enforce any of its terms.
- h. Transfer of Rights: We may transfer our rights and obligations under these Terms to another legal entity. Your rights and obligations under these Terms will remain unchanged if this happens. Your consent is not required for such transfer, but we will notify you at least two (2) months before any changes are affected. You are not permitted to transfer or assign any of your rights and obligations under these Terms to any other person.

14. Data Protection

By accepting these Terms you agree that we may use your personal information, including sensitive personal information, and store it on our systems and may otherwise process it for the purposes of providing our Products and Services.

By accepting these Terms you agree that we may provide you with marketing materials, promotions and other information regarding any of our other Products and Services that we think may be of interest to you. If you do not wish to receive such materials, please contact us at hello@count-finance.com.

We may pass personal information relating to you to third parties appointed by us for the purpose of administration and verifying your identity, as well as for the provision of our Products and Services.

We may disclose your personal information if we are required to do so by law or we are requested to do so by the FCA, HMRC, or any other relevant regulatory authority in any country.

Where it is necessary for the provision of our services, your personal data may be transferred to third parties outside the UK and the EEA as well as within it. You should be aware that in territories outside the EEA, laws and practises relating to the protection of personal data are likely to be different and, in some cases, may be weaker than those within the UK and the EEA. Where data is transferred outside of the UK and the EEA, Count will take all reasonable steps to ensure that your data is protected to the most stringent degree possible and in line with industry guidance. By agreeing to these terms, you consent to such processing of your data.

Our full terms outlining the protection, processing and treatment of your data can be found in our Privacy Policy.

Questions, comments, and requests regarding our data protection policies are welcome and should be addressed to hello@count-finance.com.

15. Complaints

Should you have any complaint(s) in relation to the Count app, the Products and Services, or any other aspect in regards to your experience with us, please notify us in accordance with the Complaints section. Your complaint will be acknowledged within five (5) Business Days after receipt and arrange for the matter to be investigated in accordance with the applicable laws and rules of the FCA. Please refer to our [Clients Complaint Handout](#) for more information

If your complaint relates to a service provided by Count and not by a Third Party Provider of Count, we will immediately carry out an investigation of your complaint in line with our complaints policy and will provide a written response, communicating the outcome of the investigation with you.

If your complaint relates to a service provided by any of our Third Party Providers, we will notify them of your complaint, they will investigate the complaint and we will then respond to you.

Complaints must be submitted to us either via email or via our help widget in our in-app. You may find more information and instructions on how to submit a complaint, visiting the Complaints section on the Count Website.

If your complaint is unresolved or not settled to your satisfaction within the applicable timeframe, you may refer it directly to the Financial Ombudsman Service (FOS) within six months of the date of the sent (or should have been sent) written response to you. The address of the FOS is Exchange Tower, London E14 9SR. You can also telephone the FOS at: 0800 023 4567, or email the FOS at: complaint.info@financial-ombudsman.org.uk. You can find out further information about the FOS on its website: www.financial-ombudsman.org.uk.

16. Communication

You may contact us and we may contact you as described in this clause.

When we refer, in these Terms, to "in writing", this will include email and instant messaging.

You can contact us in any of the following ways:

- email us at hello@count-finance.com;
- in-app via our help widget.

If we have to contact you or give you notice in writing, we will do so via email or through the App.

It is your responsibility to ensure the contact information we have for you is up to date.

You are required to notify us promptly if there is a change to: your legal name; your residential address; your Personal Account(s); your email address; your mobile number (if applicable); and/or your status as a UK resident. Following any of these changes, it might be necessary for us to ask you for, and for you to provide, more information as part of this process in order for you to continue accessing and using any Products and Services, if applicable.

17. Authorised Representatives

As a Count account holder, you have the option to appoint a maximum of one authorised representative to act on your behalf in matters governed by this agreement. This includes making communications, requests, instructions, transactions, or other actions related to the subject matter and services covered by this Agreement.

To appoint an authorised representative, you must submit a power of attorney in a format determined by Count, along with the necessary supporting documentation. Count reserves the right to request the original or a certified copy of the power of attorney before acting upon it. Additionally, anti-money laundering verification checks may be conducted on the appointed representative before accepting instructions from them.

Count retains the right to restrict the access or actions of an authorised representative concerning certain services. Furthermore, Count may, at its discretion, request a written signature from you for any communication, request, instruction, or transaction made by an authorised representative.

It is essential to note that you remain responsible for any communication, request, instruction, transaction, or other actions taken by your authorised representative. Count will consider all activities on your account, including those carried out by the authorised representative, as if they were conducted by you.

Count will continue to accept and act upon any communication, request, instruction, transaction, or other action taken by an authorised representative until evidence of the termination of the power of attorney is provided. You must deliver such evidence in the format reasonably required by Count, along with supporting documentation. Count may require the original or a certified copy of the evidence of termination before taking any action based on it.

18. Other Important Terms

- **Entire Agreement:** This Agreement (including documents incorporated by reference) constitutes the entire agreement between you and us regarding the Service and supersedes all prior agreements or understandings.
- **Assignment:** You may not assign or transfer your rights or obligations under this Agreement without our prior written consent. We may assign or transfer our rights and obligations under this Agreement (e.g., in a business sale or restructuring), provided this does not prejudice your rights or regulatory protections. We will notify you if this happens.
- **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

- No Waiver: Any failure or delay by us in exercising any right under this Agreement shall not operate as a waiver of that right.
- Third Party Rights: Except where expressly stated (e.g., regarding the Custodian in certain contexts), a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- This Agreement and any dispute or claim arising out of or in connection with it (including non-contractual disputes) shall be governed by and construed in accordance with the law of England and Wales.
- Both parties agree to submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with this Agreement.

Annex 1 - Glossary

The following terms shall have the following meanings:

"Business Day(s)" means any day(s) except for Saturdays, Sundays and public holidays in the UK; where the London Stock Exchange or the major clearing banks in the City of London are open for business.

"Count Account" means the notional account which will encompass the totality of the products and services we will provide to you, and through which you will manage money.

"Default Event" means any one or more of the following events in respect to you:

1. you are the subject of, or are found guilty, or at fault in any criminal proceedings or investigation carried out by a governmental or regulatory authority in any jurisdiction;
2. you fail to pay any sum due and payable to Count in accordance with the relevant time period for payment as prescribed within these Terms;
3. any representation or warranty made by you is or becomes untrue;
4. you are subject to a petition of bankruptcy, you make a general assignment for the benefit of, or enter into any reorganisation, arrangement or composition, with your creditors, or you state in writing that you are unable to pay your debts as they become due; or
5. any other circumstance occur or exist in respect of, in relation to or otherwise affecting it as a result of which Count reasonably believes that it is necessary or desirable to take action under Clause 13b.

"Force Majeure Event" means acts of God, fire, flood, drought, earthquake or other natural disaster, epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a regulatory or governmental authority, including without limitation imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and interruption or failure of utility service.

"OpenBanking Provider" means our third party provider supplying the technology allowing us to aggregate your bank account information, this is currently Plaid Financial LTD (FCA Registration number 804718), Techspace Level 4, 25 Worship Street, London, United Kingdom, EC2A 2DX.

"Payment Initiation Provider" means the third-party provider used to facilitate one-off payments from your bank account to your Investment Account. Our current Payment Initiation Provider is Plaid Financial Ltd, which is authorised and regulated by the Financial Conduct Authority as an authorised payment institution under firm reference number 804718 and has its registered address at Techspace, 25 Worship Street, London EC2A 2DX. **"Direct Debit Provider"** means GoCardless Ltd, which processes Direct Debit payments into your Investment Account on behalf of WealthKernel Limited. GoCardless Ltd is authorised by the Financial Conduct Authority under the Payment Services Regulations 2017 under registration number 597190. WealthKernel Limited, which is authorised and regulated by the Financial

Conduct Authority under firm reference number 723719, operates your Investment Account and receives and allocates payments collected through the Direct Debit arrangement.

"Personal Account" means the personal banking account(s), only used for self-use or personal use, that Count accesses on a read-only basis after your consent. Count does not accept banking accounts which are held by legal entities.

"Products and Services" means the products and services made available to you by or through Count, or through Third Party Provider(s).

"Third Party Provider" means any third party entity that we partner with and rely on for the provision of our Products and Services, including our OpenBanking Provider(s), Payment Services Provider(s), and Individual Services Provider(s).

"Third Party Provider Terms" means terms, conditions and/or policies applicable in respect of and governing your relationship with a Third Party Provider.

"UK" means England, Wales, Scotland, and Northern Ireland.