

Terms of Service

Who we are

Coconut is the trading name of Monizo Limited, a company registered in England and Wales with number 09904418 which can be contacted at 27 Old Gloucester Street, London, WC1N 3AX.

Coconut is the agent of PrePay Technologies Limited, a company registered in England and Wales with number 04008083 which can be contacted at PO BOX 3883 Swindon SN3 9EA ("PPS") which is authorised by the FCA under the Electronic Money Regulations 2011 (FRN: 900010) for the issuing of electronic money and payment instruments.

Coconut's agent reference number with the Financial Conduct Authority ("FCA") is 902016. Your Coconut Card is issued by PPS pursuant to a licence granted by Mastercard.

This Agreement is between PPS and you, the Coconut Account Holder. Your Coconut Account and Coconut Card will be distributed by Thames Card Technology Ltd on our behalf.

Important information you need to know

Please read this Agreement carefully before you activate your Coconut Card or using any of our services or Coconut Account. This information forms the Agreement for your Coconut Account including any associated Coconut Card and payment services that we may provide to you.

By confirming that you accept the terms of this Agreement, or by activating your Coconut Card and/or using our services, you accept this Agreement. If there is anything you do not understand, please contact Customer Services using the contact details in paragraph 20 of this Agreement.

1. DEFINITIONS

Account Information Services – An online service which provides consolidated information on payment accounts held by you with one or more payment service providers, such as banks.

Account Information Services Provider – A third party payment service provider which is authorised by its Regulator to provide Account Information Services to you with your explicit consent and under a separate agreement which you have signed with them.

Agreement - This agreement as varied from time to time.

ATM - Automated Teller Machine.

Available Balance - The value of funds available on your Coconut Account to use.

BACS – A service enabling organisations to make payments to an Account which takes 3 Working Days for the funds to be cleared.

Coconut.

Bank Account Number - This is your unique personal Coconut Account number, and it is found on the front of your Coconut Card.

Cardholder means the Coconut Account Holder issued with a Coconut Card.

Coconut Account or **Account** - The electronic Coconut Account associated with your Coconut Card.

Coconut Account Details or **Account Details** – Any details related to your Coconut Account, such as but not limited to, Sort Code and Coconut Account Number.

Coconut Account Holder or **Account Holder** – You entering into this Agreement.

Coconut Account Limits or **Account Limits** – Maximum limits you can have in relation to the Account with regard to the number of Coconut Accounts, such as Maximum Account Balance, and limits on transactions as referred in paragraph 2.

Coconut App – A mobile app and/or online portal that allows you to have access to your Coconut Account which is provided to you by Coconut.

Coconut Card or **Card** – Any Coconut-branded prepaid Mastercard associated with your Coconut Account.

Coconut Card Number or **Card Number** - The 16 digit number on the front of your Coconut Card.

CHAPS – Clearing House Automated Payments System, bank-to-bank technology which enables same-day payments to be made within the UK, provided the payment instruction is received by the sending bank or organisation before certain time.

Contactless - A payment feature that provides Cardholders with a way to pay by tapping the Coconut Card on a point-of-sale terminal reader for transactions of up to £30 (as amended from time to time).

Customer Services - The team responsible for supporting queries relating to your Coconut Account. Contact details for Customer Services can be found in paragraph 20.

Direct Debit – A service allowing a third party to collect pre-authorized funds from your Coconut Account electronically on agreed dates, for example to pay bills.

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

e-money - The electronic money associated with your Coconut Account.

Faster Payment – A service allowing you to make and receive electronic payments in the UK which is received by the recipient bank within 2 hours provided that the receiving organisation or bank is part of Faster Payments Scheme.

Full Deductible Amount - The full transaction amount, including the transaction itself along with any associated fees, charges and taxes.

Intermediary Payment Services Provider – Includes Account Information Service Provider and/or Payment Initiation Services Provider.

Coconut.

Mastercard Acceptance Mark - The Mastercard International Incorporated Brand Mark, indicating acceptance of the Coconut Card.

Mastercard - Mastercard International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York, 10577-2509, USA.

Merchant - A retailer, or any other person, firm or corporation that accepts Coconut Cards which display the Mastercard Acceptance Mark.

Non-Limited Business – A sole trader incorporated in the UK.

Payment Details – The details you provide to enable funds to be received into your Coconut Account or the details that you provide in order to send funds from your Coconut Account.

Payment Initiation Services – An online service which accesses your Coconut Account to initiate the transfer of funds on your behalf.

Payment Initiation Service Provider – A third party payment service provider which is authorised by its Regulator to provide Payment Initiation Services to you with your explicit consent and under a separate agreement which you have signed with them.

Payment Instruction – An instruction from you to make a payment from your Coconut Account.

PIN - Your four digit personal identification number for use with the Coconut Card.

Quasi Cash – Transactions that includes, but not limited to, purchasing travellers cheque, lottery tickets, casino gaming chips, money orders, deposits and wire transfer money orders.

Regulator – FCA in the UK or another European financial services regulator.

Sort Code – The 6 digit number which can be found on the front of the Coconut Card.

we, us, our – PPS or Coconut acting on its behalf.

Website – www.getcoconut.com

Working Day – Our working days are Monday to Friday but does not include bank or public holidays in England.

you, your - The Coconut Account Holder.

2. COCONUT ACCOUNT LIMITS

| Non-Limited Business | | | |
|---|----------------------------|----------------------|--------------------|
| Coconut Account Maximum Balance | £40,000 | | |
| Coconut Account transaction limits | | | |
| | Faster Payments In | CHAPS In | BACS Credit |
| Single transaction limit | £40,000 | £40,000 | £40,000 |
| | Faster Payments Out | Direct Debits | |
| Single transaction limit | £10,000 | £10,000 | |
| Coconut Card transaction limits | | | |
| Single transaction limit | £10,000 | | |
| Monthly limits per Coconut Account | Up to Max Balance | | |
| Daily limit per Coconut Card | Up to Max Balance | | |
| Daily ATM withdrawal limit | £500 | | |

3. SCOPE OF THIS AGREEMENT

3.1 Your Coconut Account is an e-money account held in pounds sterling. If you have a Coconut Card associated with your Coconut Account, it will be a prepaid card, not a credit, charge or debit card.

3.2 Your Coconut Account is an electronic money product and the electronic money stored in your Coconut Account is issued by PPS, and distributed and administered by Coconut as agent for PPS.

3.3 Your Coconut Card is issued by us pursuant to our licence from Mastercard. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated. Your Coconut Card remains our property.

3.4 Your rights and obligations relating to the use of your Coconut Account and Coconut Card is as set out in this Agreement between you and us; you have no rights against Mastercard or its respective affiliates. If you experience any difficulties in using your Coconut Account you should contact Customer Services.

3.5 This Agreement is written in English and we shall communicate with you in English regarding any aspect of your Coconut Card or Coconut Account.

3.6 You acknowledge that we may communicate with you by e-mail, SMS for issuing any service notices or information about your Coconut Account or Coconut Card and therefore it is important

Coconut.

that you keep your e-mail address and mobile phone number updated via the Coconut App. You may download a copy of this Agreement from the Website: getcoconut.com/terms.

3.7 If you wish to make use of services provided by an Authorised Third Party Provider on your Coconut Account, you may do so provided that you have signed up to use the Coconut App and your Coconut Account is active.

3.8 We advise that before using an Authorised Third Party Provider, you ensure that the Authorised Third Party Provider is authorised by a Regulator to provide their services. In the UK, the FCA's register (available at <https://register.fca.org.uk/>) will tell you whether a company is authorised.

3.9 You must provide your explicit consent or share your Coconut App credentials with the Authorised Third Party Provider each time an access to your Coconut Account is required for them to provide you with their services. You should always consider the implications of sharing your Coconut App credentials and your personal information.

3.10 If an Authorised Third Party Provider requests access to your Coconut Account to provide you with their services using your Coconut App credentials, we will assume that you have given consent to do so. Please note we are obliged to provide access to your Coconut Account if it is requested by an Authorised Third Party Provider which is properly authorised by a Regulator and we can only refuse access in certain circumstances.

3.11 There is no requirement to use services provided by an Authorised Third Party Provider in relation to your Coconut Account.

ACCOUNT AGGREGATION SERVICES PROVIDED BY YODLEE

3.10 Where a Coconut Account Holder signs up for our account aggregation feature, we will redirect you to our partner, Yodlee which is an Account Information Services Provider under the Payment Services Regulations 2017.

3.11 The account aggregation feature provided by Yodlee is an Account Information Service (as defined in the Payment Services Regulations 2017).

3.12 Please refer to Yodlee's privacy policy for information on how Yodlee will use your personal data and the information on your payment accounts (such as bank account transaction data), here: <https://www.yodlee.com/legal/privacy-notice/https://www.yodlee.com/legal/privacy-notice/>. Please ensure you consent to the use your personal data and information on your payment accounts prior to using the account aggregation service.

4. APPLYING AND REGISTERING YOUR COCONUT ACCOUNT

4.1 To apply for a Coconut Account, you must be at least 18 years old, must have a UK registered Non-Limited Business and be a UK resident.

4.2 We will register your Coconut Account for you on the basis of the information that you have provided to us. You must provide accurate information and to tell us of any changes as soon as possible so that our records remain correct.

Coconut.

4.3 To use your Coconut Account, you will need to download the Coconut App via your mobile phone.

5. RECEIVING AND ACTIVATING A COCONUT CARD

5.1 The Coconut Card will be posted to your address.

5.2 When the Coconut Card is received, you must sign it immediately and should then activate it via the Coconut App.

5.3 Once the Coconut Card has been activated, the Coconut App will provide the PIN. The Cardholder must never reveal the PIN to anybody. We will not reveal the PIN to a third party.

5.4 The PIN can be changed at any UK ATM that has pin change functionality. When selecting or changing the PIN, you must not select a PIN that could be easily guessed, such as a number that:

5.4.1 is easily associated with you, such as your telephone number or date of birth; or

5.4.2 is part of data imprinted on the Coconut Card; or

5.4.3 consists of the same digits or a sequence of running digits; or

5.4.4 is identical to a previously selected PIN.

6. USING THE COCONUT CARD AND COCONUT CARD EXPIRY

6.1 The Coconut Card can be used at any Merchant to make purchases in-store, via the internet or over the phone and can be used to obtain cash through ATMs (fees may apply, see paragraph 12). You can authorise a transaction on the Coconut Card at any Merchant by entering your PIN or other security code, if the Merchant does not accept chip and PIN authorisation, the Merchant may allow you to authorise the transaction by signature of the receipt. A transaction can also be authorised by tapping the Coconut Card against a Contactless enabled reader. Please be aware that you may not usually stop a transaction once it has been authorised as at that point it is considered to be received by us. We may refuse to execute a transaction if the transaction is unlawful or fraudulent. We will treat the transactions as authorised and genuine if:

6.1.1 the Coconut Card PIN or other security code personal to you is used; or

6.1.2 the Coconut Card is used and you have authorised the transaction by signature of the receipt.

6.2 The Coconut Card is a prepaid debit card, which means that the Available Balance will be reduced by the full amount of each transaction and authorisation, plus any applicable taxes and charges, including additional ATM charges if any. You must not use the Coconut Card if the Full Deductible Amount exceeds the Available Balance.

6.3 Due to security safeguards, Merchants that accept the Coconut Card are required to seek authorisation from us for all of the transactions that are made by you. There are some circumstances where Merchants may require you to have an Available Balance greater than the value of the

Coconut.

transaction you wish to make. You will only be charged for the actual and final value of the transaction you make. Merchants request this as they may need to access more funds than you initially planned to spend. For example:

6.3.1 hotels, rental cars, and

6.3.2 internet Merchants – certain internet Merchant sites will, on registration or at checkout stage, send a request for payment authorisation to verify if funds are available. This will temporarily impact the Available Balance. Also please bear in mind that many sites will not deduct payment until goods are dispatched so please be aware of this when checking the Available Balance to make sure sufficient funds are available to cover all purchases.

6.4 The Coconut Card cannot be used in situations where it is not possible to obtain online authorisation that you have sufficient balance for the transaction. For example but not limited to: transactions on trains, ships, and some inflight purchases.

6.5 The Coconut Card cannot be used at self service petrol pumps but it can be used to pay by taking it to the cashier.

6.6 The Coconut Card should not be used as a form of identification.

6.7 The Coconut Card may not be used for any illegal purpose or in any manner prohibited by law, nor for gambling, for any adult entertainment or for Quasi Cash transactions.

6.8 We may ask you to surrender any Coconut Cards at any time for a valid reason in accordance with the provisions in paragraph 15 of this Agreement.

6.9 If a retailer agrees to give a refund for a purchase made using the Coconut Card, the funds will be added to the Available Balance of the Coconut Account when we receive the funds from the retailer.

6.10 The Coconut Card can be used to make transactions in a currency other than pounds sterling ("**foreign currency transaction**"), the amount deducted from your Coconut Account will be converted to pounds sterling on the day we receive details of that foreign currency transaction. We will use a rate set by Mastercard, which will be available on each Working Day and changes in the exchange rate shall take effect immediately. Exchange rates can fluctuate and they may change between the time you authorise a transaction and the time it is deducted from your Available Balance. You can find out the exchange rate applied to a transaction in your transaction history.

6.11 The expiry date of the Coconut Card is printed on the front. You will not be able to use your Coconut Card once it expires. We may send you a replacement Card if requested (fees may apply, see paragraph 12).

6.12 Any Available Balance remaining on the Coconut Account at Coconut Card expiry will remain yours for a period of six years from the expiry date. Within this period, you may at any time transfer any Available Balance on the Coconut Account to a UK bank account via Faster Payment (subject to Coconut Account Limits). You will not have an access to your Coconut Account and we will not return any funds remaining on the Coconut Account after six years from Coconut Card expiry and this Agreement will terminate.

7. USING THE COCONUT ACCOUNT

7.1 Subject to Coconut Account Limits, the Coconut Account can be used for setting up Direct Debits, for making and receiving Faster Payments and for receiving BACS and CHAPS. The Coconut Account can also be used for creating up to two additional Accounts for managing expenses and these Accounts can only receive funds. There will be no Coconut Cards issued for these additional Accounts.

ADDING FUNDS TO THE COCONUT ACCOUNT

7.2 Subject to Coconut Account Limits, funds can be added to the Coconut Account via Faster Payments, BACS and CHAPS payments. The Coconut Account Details will be required for adding funds via one of these methods. Funds can also be added to the Coconut Account by Coconut transferring funds from Coconut's account to your Coconut Account. Depending on how the funds are added to the Coconut Account, fees may apply see paragraph 12.

7.3 A payment coming into your Coconut Account may not be credited to your Coconut Account if:

7.3.1 the Coconut Account has reached the Coconut Account Maximum Balance or Coconut Account Limits; or

7.3.2 the Account is inactive or blocked; or

7.3.3 the sender has provided incorrect/invalid Coconut Account Details for your Coconut Account; or

7.3.4 we suspect fraudulent activity on the Coconut Account; or

7.3.5 to do so is prohibited by any law.

7.4 The funds may be sent back to the sender without notifying you if paragraph 7.3 applies.

PAYMENTS OUT

7.5 To make a UK Faster Payment transfer from your Coconut Account, you must first set up the recipient as a new payee. For setting up a new payee to make UK Faster Payment from your Coconut Account, you will need to provide name, account number and sort code of the person you wish to pay.

DIRECT DEBITS

7.6 To set up a Direct Debit from your Coconut Account, you must first authorise the organisation taking Direct Debit payments from the Coconut Account.

7.7 If a Direct Debit on the Coconut Account specifies that a payment is to take place on a specified day or on the last day of a certain period, then we will treat the Payment Instruction as being received on the day specified.

Coconut.

7.8 Any Direct Debit payment is usually taken from the Coconut Account at the beginning of the Working Day it is due.

7.9 It is your responsibility of to check there is sufficient Available Balance before any payment is due. If your Coconut Account does not have sufficient Available Balance any Direct Debit payment will be rejected.

TIMING OF PAYMENTS

7.10 Any payments will be made within the following timescales

| Type of Transaction | Timescale |
|------------------------|--|
| UK Faster Payments out | Will be sent within 2 hours |
| Incoming payment | Funds will be added to the Coconut Account the same Working Day we receive the funds |

7.11 The time of receipt of a transaction order is when we receive it. You cannot stop a transaction after it has been transmitted to us and you have given consent, or when you have given your consent to a pre-authorized payment.

AUTHORISATION FOR PAYMENTS AND STOPPING PAYMENTS

7.12 It is your responsibility to ensure correct recipient Account details and payment amount is provided when making any payment or setting up a payee. You are responsible if you give us incorrect instructions or mistakenly instruct us to make the same payment more than once, but we will try to help you get the money back. We may not always be able to do this, but we will do all we can. If we cannot get the money back, you can request the relevant information we have about the transaction to help you reclaim the money. We will provide this information on receiving a written request from you, unless the law prevents us doing so.

7.13 You can authorise us to make a payment from your Coconut Account via the Coconut App by setting up electronic payments and giving us instructions via a third party, such as through a direct debit scheme or a Payment Initiation Service Provider. We will treat a payment as authorised by you if:

7.13.1 the transaction was authorised from the Coconut App using the required entry passcode or credentials and that the payee had been approved;

7.13.2 you have set up or agreed to any Direct Debit Payments to be taken from your Coconut Account; or

7.13.3 a Payment Initiation Service Provider has made a payment from your Coconut Account.

7.14 We may refuse to execute or process a payment (without prior notice to you) if:

7.14.1 the Coconut Account does not have sufficient Available Balance to cover the payment; or

Coconut.

7.14.2 the Coconut Account is suspended or closed; or

7.14.3 the Coconut Account has reached its Coconut Account Limits; or

7.14.4 we need to do so to comply with the rules of the payment system; or

7.14.5 we suspect fraudulent activity on the Coconut Account or the payment is unlawful or fraudulent; or

7.14.6 we are concerned about fraud or unauthorised access to the Coconut Account by an Intermediary Payment Service Provider; or

7.14.7 required to comply with any law.

7.15 If we refuse to process a payment under 7.14:

7.15.1 we will not be liable for any loss this may result in, nor will we be obliged to inform the intended recipient.

7.15.2 you can check the Coconut Account to ensure there was enough Available Balance and/or that correct recipient details were provided at the point when the transaction was authorised or payee set up, or you can ask us why we have not executed a payment by contacting Customer Services. Unless the law prevents us, we will explain why and we will also tell you what you can do to correct any errors in the Payment Instruction.

7.15.3 because we or Coconut are concerned under paragraph 7.14.6. In this event, Coconut will contact you using the contact details provided by you or by leaving a message on the Coconut App as soon as possible or in advance if possible to explain why we have refused to process the payment, unless we are prohibited by the law or we have security reasons to do so.

7.16 You may not be able to stop any payments once it has been authorised by you or a Payment Initiation Service Provider. However you may be able to stop a Direct Debit payment provided that:

7.16.1 the Direct Debit is cancelled two Working Days before the Coconut Account is due to be debited; and

7.16.2 the payment has not already been made.

7.17 If you stop or cancel a Direct Debit, you must tell the recipient to whom the Direct Debit is payable. We will not be responsible if you fail to inform them and the recipient will not have any claim against us.

7.18 If, for any reason, a payment is processed for an amount greater than the Available Balance on your Coconut Account, you must repay us the amount by which the Full Deductible Amount exceeds your Available Balance immediately after receiving an invoice from us. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action and/or closing your Coconut Account, to recover any monies outstanding.

7.19 The Available Balance on your Coconut Account will not earn any interest.

8. CHECKING ACCOUNT BALANCE

8.1 You can check the Available Balance and transaction history on the Coconut Account via the Coconut App.

8.2 You can check the Available Balance at an ATM.

8.3 We will make your monthly Coconut Account statements available in the Coconut App free of charge and every month we will send a push notification, SMS or email to notify you that your statement has been updated.

ACCOUNTING SERVICE FUNCTION

8.4 The service (the “**Accounting Service**”) enables you to insert details of your income earned through freelance work, and your expenses relating to such work, allowing it to estimate your tax liability on an ongoing basis, store receipts electronically and view your profit and expense.

8.5 We will supply you with a Coconut Card onto which you can load money, which will be connected to your Coconut Account within the Coconut App. When you spend money using your Coconut Card (a “**Spend**”), or receive a transfer into the Coconut Account details of such Spend and Income will be imported into your Coconut Account, and you will be provided with indicative information regarding your estimated tax liability.

8.6 In order for us to provide the most accurate estimate of your tax liability, you are responsible for inputting details of your income and expenses, and for checking the correctness of information relating to Spends.

8.7 You acknowledge that the Coconut App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Coconut App meet your requirements.

8.8 You acknowledge that the Accounting Service is provided by us for free and entirely at our discretion, and that we have the right to change, restrict, suspend or terminate your access to the Accounting Service at any time and without notice.

8.9 Any information we provide to you via the Accounting Service is solely for your internal informational purposes and should not be relied upon for the purposes of submitting tax returns or any official filing. The accuracy of the Accounting Service is dependent on the accuracy and completeness of the information you provide and in any event we make no representation, and we exclude all warranties (whether implied by statute or common law), to the extent we may do so by law, as to the accuracy of the Accounting Service and in respect of any information provided to you through the Accounting Service.

8.10 We keep the terms of this Agreement concerning the use of the Accounting Service under review and may change or update them from time to time. If we decide to do this, we will post such changes or updates on the Coconut App and/or the Website, at which point the amendments will be effective and will be binding in respect of future uses of the Accounting Service by you.

9. CANCELLING, CLOSING YOUR ACCOUNT AND REDEEMING E-MONEY

9.1 You may cancel your Coconut Account and any Coconut Cards before activating them, and up to 14 calendar days after the date of activation ("**cancellation period**"), by calling Customer Services. You may transfer any Available Balance to a UK bank account via Faster Payments (subject to Account Limits) before cancelling the Coconut Account.

9.2 You may close your Coconut Account at any time after the cancellation period and redeem any Available Balance on the Coconut Account through the Coconut App by contacting Customer Services. Alternatively, you may at any time transfer any Available Balance to a UK bank account via Faster Payments (subject to Coconut Account Limits) and call Customer Services to close the Coconut Account.

9.3 Once the Available Balance is redeemed and the Coconut Account is closed, your Agreement will terminate. However, if paragraph 9.5 applies to your Coconut Account then your Coconut Account will remain active and your Agreement will continue to apply to you until there is no money outstanding on your Coconut Account.

9.4 All Direct Debit transactions that were set up on the Coconut Account will be rejected once your Coconut Account is closed.

9.5 If we find any additional withdrawals, fees or charges have been incurred on your Coconut Account following the processing of the redemption request, we'll send an itemised invoice to you and we will require you to refund us immediately after receiving the invoice. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

10. YOUR LIABILITY AND AUTHORISATIONS

10.1 You are responsible for the use of your Coconut Account and any Coconut Cards issued for your Coconut Account.

10.2 We may restrict or refuse to authorise any use of your Coconut Account and any Coconut Cards issued to your Coconut Account including transactions in any legal jurisdiction if using the Coconut Card or Coconut Account is causing or could cause a breach of this Agreement or if we have reasonable grounds for suspecting that you or a third party has committed or is about to commit a crime or other abuse in connection with the Coconut Card or Coconut Account.

10.3 Where appropriate, any refusal to authorise a Coconut Card transaction will be relayed to you via the Merchant concerned.

10.4 It is your responsibility to sign your Coconut Card as soon as you receive it and keep it safe. You must also keep safe any security information or credentials related to the Coconut Card, Coconut Account and Coconut App.

Coconut.

10.5 You will be liable for all unauthorised transactions that arise from the use of a lost or stolen Coconut Card or Coconut Account security information or the misappropriation of the Coconut Card if you fail to:

10.5.1 keep the Coconut Card and/or security features of the Coconut Card and Coconut Account safe, or

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

10.6 You must ensure you do not:

10.6.1 allow another person to use your Coconut Card, PIN or security information related to the Coconut Account.

10.6.2 write down password(s), PIN or any security information related to Coconut Card, Coconut Account and Coconut App unless this is done in a way that would make it impossible for anyone else to recognise any of that information, or

10.6.3 disclose your PIN or any security information related to your Coconut Card, Coconut Account and Coconut App, or otherwise make them available to any other person, whether verbally or by entering them in a way that allows them to be observed by others; or

10.6.4 enter the PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached or is operating in a suspicious manner.

10.7 You should never allow a third party other than an Intermediary Payment Service Provider to use or access your Coconut Account.

10.8 You must not disclose or make available your Coconut App credentials to a third party unless the third party is an Intermediary Payment Service Provider and you want to use their services.

10.9 You will be responsible for all transactions which you authorise, whether such transactions are made by you from the Coconut Account or by authorising a Payment Initiation Service Provider to do so on your behalf.

10.10 You will be liable for all transactions that take place as a result of you acting fraudulently or failing to comply with this Agreement with intent or gross negligence. Any such transactions and any fees and charges relating to such transactions will be deducted from the Available Balance on your Coconut Account.

10.11 It is your responsibility to keep us updated of changes to your information, including e-mail address and mobile numbers. Failure to do so may result in us being unable to contact you regarding your Coconut Account, including the provision of refunds to which you might be entitled or to let you know about changes to this Agreement.

10.12 You agree to indemnify and hold harmless, us and our distributors, partners, agents, sponsors, and service providers and their group companies from and against the costs of any legal action taken to enforce this Agreement and/or any breach of this Agreement or fraudulent use of the Coconut Card, Coconut Account, Coconut App log in details, or PIN by or authorised by you.

10.13 The Coconut App is only supported on Apple iPhones running iOS versions 10 or 11 where the operating system has not been modified, or jailbroken, or configured to allow software installation from anything other than the Apple App Store. Use of the Coconut App on such a device is at your

Coconut.

risk and neither PPS nor Coconut can be held responsible for any loss or data, information or financial loss.

11. LOST, STOLEN OR DAMAGED COCONUT CARDS

11.1 In the event of loss, theft, fraud or any other risk of an unauthorised use of the Coconut Card or Coconut Account, or if the Coconut Card is damaged or malfunctions, you must block your Coconut Card via the Coconut App immediately or contact Customer Services.

11.2 In the event that you notify us in accordance with this Agreement that your Coconut Card, security information related to your Coconut Account or Coconut Card or Coconut App credentials has been lost or stolen you will be liable for a maximum of £35 of any loss that takes place prior to us being notified.

11.3 Provided that you have informed us in accordance with paragraph 11.1 and that paragraph 11.4 does not apply, then you will not be liable for losses that take place following the date on which you informed Customer Services. If there is an Available Balance remaining on your Coconut Account, you can request for a replacement Coconut Card for your Coconut Account. If we replace the Coconut Card, the replacement will be delivered to your address (fees apply, see paragraph 12).

11.4 In the event that we have reason to believe that you have acted fraudulently or have acted with gross negligence or intentionally in failing to notify us of the lost or stolen Coconut Card or have failed to keep your Coconut Card or security information related to your Coconut Card and Coconut Account safe or you have breached this Agreement then you shall be liable for all losses.

12. FEES

12.1 Your Coconut Account is subject to the following fees. The core fees detailed below relate to the core bundle of services that we provide to you and that comprise the Programme.

| <u>Plan</u> | <u>Start</u> | <u>Grow</u> |
|---------------------------|--|--------------------------------|
| Available | Jan 2018 (Beta) | Coming Soon |
| Monthly cost | £0.00 | £4.95 |
| Who can use it | Sole trader (January Beta), Limited Co (soon to follow). | Sole trader or Limited Company |
| | | |
| What am I getting? | | |

Coconut.

| | | |
|---|---|--------------|
| e-money account (UK acc. no. & sort code) | Included | Included |
| Mastercard debit card | Included | Included |
| Replacement card | £4 | £4 |
| | | |
| Bank charges: | | |
| Card purchases | Included | Included |
| Bank transfers in & out (Faster Payments, BACS, CHAPS) | Unlimited in Beta (10 per month after Beta) | 20 per month |
| Direct debits | Included | Included |
| Standing orders | Included | Included |
| Email, SMS or push notifications | Included | Included |
| Locking or unlocking your card | Included | Included |
| Closing account | Included | Included |
| Cashback per transaction | £1 | £1 |
| Cash withdrawals per transaction (subject to FX fees if outside the UK, see below) | £1 | £1 |
| Currency exchange on using the Coconut Card for ATM withdrawals and purchases in foreign currency (e.g. US Dollars) | 0% | 0% |

12.2 We will deduct any taxes or charges due from the Available Balance on your Coconut Account. If there is no Available Balance of funds, or taxes or charges exceed the balance of funds available, we shall send an invoice to you and will require you to refund us immediately after receiving the invoice. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

13. UNAUTHORISED AND INCORRECT TRANSACTIONS

13.1 If you have a reason to believe that a transaction on your Coconut Account was unauthorised by you or a Payment Initiation Service Provider or was made incorrectly, you must inform us immediately, but in any event within 13 months of the date of the relevant transaction.

Coconut.

13.2 If you report unauthorised transaction to us:

13.2.1 we will by the end of the next Working Day refund the unauthorised amount including any fees to your Coconut Account to the position it would have been in if the unauthorised transaction had not taken place.

13.2.2 We are not obliged to refund the unauthorised sums to you if we have reason to believe that you have acted fraudulently and we may notify the police or any other authority permitted by law. If we don't provide a refund by the end of the next Working Day but subsequently confirm that the transaction was unauthorised, we will refund the sums to you straight away.

13.2.3 We will have no further liability to you once we have refunded the unauthorised sums to you. If we subsequently discover that you were not entitled to a refund, we shall treat the refund as a mistake and be entitled to reapply the transaction, including any fees, to your Coconut Account.

13.2.4 You will be liable for all unauthorised transactions made from your Coconut Account if you have acted fraudulently or deliberately or with gross negligence failed to keep the Coconut Card, Coconut Card security information or Coconut App credentials safe in accordance with this Agreement, or where you have failed to notify us without undue delay on becoming aware that the Coconut Card, security information related to the Coconut Card or Coconut App credentials has been lost or stolen.

13.2.5 You will not be liable for unauthorised transactions from your Coconut Account after you have told us that the Coconut Card, Coconut Card security information or Coconut App credentials has been lost, stolen or compromised.

13.3 If you tell us that a transaction has been made incorrectly, after we are informed, we will immediately refund your Coconut Account with sufficient funds including any charges to restore your Coconut Account to the same position as if the incorrect transaction had not been made. However this will not apply if:

13.3.1 any Payment Instructions you gave us were incorrect. If so, we will make reasonable efforts to recover your money if the payment has gone missing, but we may charge you a fee to cover our costs in doing so. We will tell you how much it is before we start recovery process.

13.3.2 we can show that the payment was actually received by the other bank (in which case they will be liable).

13.4 If funds have been paid in to your Coconut Account by mistake, we can take the funds back out of your Account and/or put a hold on the money so it cannot be spent.

13.4.1 We don't have to tell you before we take the money back or put a hold on the money.

13.4.2 If funds goes into your Coconut Account by mistake, we are required to provide sufficient details about you and the incorrect payment to the bank or institution that sent the payment to enable them to recover the funds.

13.5 If an error is made in Direct Debit, you will be entitled to a refund from the payee or us under the Direct Debit Guarantee.

13.6 Where you have agreed that another person can take a payment from your Coconut Account (e.g. if you have given your Coconut Card details to a retailer for the purpose of making a payment

Coconut.

for renting a car or booking a hotel room), you can ask us to refund a payment if all the following conditions are satisfied:

13.6.1 the authorisation given did not specify the exact amount to be paid;

13.6.2 the amount that has been charged to your Coconut Account was more than you could reasonably have expected to pay, based on the circumstances, including previous spending patterns; and

13.6.3 you make the refund request within eight weeks of the date when the payment was taken from your Coconut Account.

13.7 We may ask you to provide information as is reasonably necessary to verify that conditions in 13.6.1 – 13.6.3 are met.

13.8 If you ask us to make a refund under paragraph 13.6 then, within 10 Working Days of the date we receive your request (or if we ask for more information under paragraph 13.7, within 10 Working Days of the date we receive that information) we will either:

13.8.1 refund the payment in full; or

13.8.2 tell you the reasons why we do not agree to the refund.

13.9 You will not be entitled to a refund under paragraph 13.6 if:

13.9.1 you have given us your consent for the payment to be made; and

13.9.2 where applicable we (or the person or a Merchant you agreed to pay) have given you information on the payment in question at least four weeks before the due date of the payment; or

13.9.3 if the payment in question was higher than you reasonably expected to pay is due to a change in any currency exchange rate.

13.10 Paragraph 13.9 does not limit your rights under the Direct Debit Guarantee Scheme.

14. VARIATION

14.1 We may change this Agreement, including fees and limits by providing you with at least two months prior notice by e-mail (provided you have supplied us with an up-to-date e-mail address) and will ensure the most recent version is always available on the Coconut App.

14.2 If you do not agree with the changes to the Agreement, you may at any time within the two months' notice period terminate your Agreement and close your Coconut Account in accordance with paragraph 9.2 at that time without a charge. However, in the event you do not cancel during this period then you will be deemed to have accepted them and the changes will apply to you.

14.3 There are some situations where we can make changes to this Agreement and we do not have to tell you in advance. These are changes you probably expect because of the nature of the product or service, or that you won't mind about because they are favourable to you. We do not have to tell you personally in advance when any of the following happen:

Coconut.

14.3.1 If the change is in your favour, if we reduce your charges, if we make this Agreement fairer to you, or if we introduce a new service or feature from which you can benefit.

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

14.4 If any part of this Agreement is inconsistent with any regulatory requirements then we will not rely on that part but treat it as if it did actually reflect the relevant regulatory requirement. If we need to make operational changes before we can fully comply with the new regulatory requirement, we will make those changes as soon as reasonably practical. We will update our Agreement to reflect the new regulatory requirements when they are next reprinted.

15. TERMINATION OR SUSPENSION

15.1 We can terminate this Agreement at any time:

15.1.1 if we give you two months' notice and refund the Available Balance to you without charge, or

15.1.2 with immediate effect if you have breached this Agreement, or if we have reason to believe that you have used, or intend to use the Coconut Card or Coconut Account in a grossly negligent manner or for fraudulent or other unlawful purposes or if we can no longer process your transactions due to the actions of third parties.

15.2 We can suspend or terminate your Coconut Card, Coconut Account and Coconut Account Details at any time with immediate effect (and until your default has been remedied or the Agreement terminated) without any prior notice to you if:

15.2.1 we discover any of the information that you have provided to us when applied for your Coconut Account was incorrect; or

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

15.2.3 we suspect or to prevent suspected unauthorised or fraudulent use of your Coconut Card, Coconut Account or any security credentials related to any Coconut Cards or Coconut Account; or

15.2.4 if you have reached your Coconut Account Limit; or

15.2.5 any legal obligations require us to do so; or

15.2.6 you have breached this Agreement or we have reason to believe that you have used, or intend to use the Coconut Card or Coconut Account or the coconut App credentials in a grossly negligent manner or for fraudulent or other unlawful purposes or if we cannot process any transactions due to the actions of third parties.

15.3 In the event that we do suspend or terminate your Coconut Account then if we are able to do so, we will tell you in advance otherwise we will let you know immediately afterwards (to the extent the we are permitted by law). We may advise anyone involved in the transaction if a suspension has taken place.

15.4 In the event that any additional fees are found to have been incurred on your Coconut Account following termination by either you or us, then subject to this Agreement, you shall refund to us any

Coconut.

sum which relates to a withdrawal on the Coconut Account or fees and/or charges validly applied whether before or after termination. We will send an invoice to you and will require you to refund us immediately. Should you not repay this amount immediately after receiving an invoice from us we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

16. OUR LIABILITY

16.1 Subject to paragraph 16.2, our liability in connection with this Agreement (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:

16.1.1 we shall not be liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems;

16.1.2 we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses;

16.1.3 where the Coconut Card is faulty due to our default, our liability shall be limited to replacement of the Coconut Card, or at our choice, redemption of the Available Balance;

16.1.4 where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited to payment to you of an equivalent amount;

16.1.5 in the unlikely event that sums are deducted from your Available Balance but you did not authorise such deduction in accordance with this Agreement then our liability shall be as set out in paragraph 13; and

16.1.6 in all other circumstances of our default, our liability will be limited to redemption of the Available Balance.

16.2 Nothing in this Agreement shall exclude or limit our liability for (i) death or personal injury resulting from our negligence or (ii) fraud or fraudulent misrepresentation or (iii) any other liability which may not be limited or excluded by law.

16.3 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

16.4 The above exclusions and limitations set out in this paragraph shall apply to any liability of our affiliates such as Mastercard, and other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

16.5 In the event of suspected or actual fraud or security threat to your Coconut Card or Coconut Account, we will use SMS, telephone, post, email or another secure procedure to contact you. We may ask you to verify your identity for security purposes.

17. YOUR INFORMATION

17.1 You may provide us with your information from time to time in connection with your Coconut Account. Some information will be necessary for us to provide you with the Coconut Account and services under this Agreement. You must update any changes to your information via the Coconut App.

17.2 We and our affiliates are committed to maintaining your information in accordance with the requirements of applicable data protection laws and will take all reasonable steps to ensure that your information is kept secure against unauthorised access, loss, disclosure or destruction. Except as required by law, or in accordance with this Agreement, your information will not be passed to anyone without your permission. We can at any time request evidence of identity from you and may use an ID verification agency or credit reference agency (whose names and addresses will be provided to you on request) both prior to and following issue of your Coconut Account for this purpose and who will add details to your record of our request for a search.

17.3 You acknowledge that we can use your information in connection with your Coconut Account, to contact you about replacement Coconut Cards, and to enable us to review, develop and improve our products and services. This may involve providing your information to our partners, affiliates, agents, distributors, suppliers, and to Mastercard and its affiliates to process transactions and for their statistical research and analytical purposes. We may also transfer your information outside of the EEA to enable you to use your Coconut Card while travelling or as permitted by law. We may also disclose your information as required by law, regulation or any competent authority or agency to investigate possible fraudulent, unlawful or unauthorised activity.

17.4 You may contact us at anytime to request us to stop such use or further disclosure to other companies for such use.

17.5 You have a right to inspect the information we hold about you. For further information, please refer to our [privacy policy](#) and you may contact Customer Services to exercise any of your rights.

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

17.7 If you allow or give consent to an Intermediary Payment Service Provider to access your Coconut Account to provide their services to you, you should know that we have no control over how an Intermediary Payment Service Provider will use your information nor will we be liable for any loss of information after an Intermediary Payment Service Provider have access to your information.

17.8 You consent to us in using your information to provide payment services to you. If you withdraw this consent, we will stop providing payment services but may still use your data or information where we have lawful grounds to do so, for example because we need to retain records for regulatory purposes.

18. COMPLAINTS PROCEDURE

18.1 Complaints regarding any element of the service provided by us can be sent to Customer Services via instant messaging through the Coconut App or by e-mailing us at complaints@getcoconut.com or on the emergency line on +44 808 169 9928.

18.2 All complaints will be subject to our complaints procedure. We will provide you with a copy of our complaints procedure upon request and, if we receive a complaint from you, a copy of our complaints procedure will automatically be posted to you.

18.3 If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR, phone 0800 023 4567). Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk.

19. GENERAL

19.1 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

19.2 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.

19.3 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all Coconut Accounts issued to you are terminated and all sums due under this Agreement have been paid by you in full. We may assign our rights and benefits at any time without prior written notice to you. We may subcontract any of our obligations under this Agreement.

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

19.5 This Agreement contains the information set out in Schedule 4 of the Payment Services Regulations 2017 and you can obtain a copy of this Agreement at any time by visiting the Coconut App or the Website.

19.6 The Financial Services Compensation Scheme is not applicable for this Coconut Account. No other compensation schemes exist to cover losses claimed in connection with your Coconut Account. We will however safeguard your funds against any loss that can be reasonably anticipated.

19.7 From time to time updates to the Coconut App may be issued through the Appstore. Depending on the update, you may not be able to use the Coconut App until you have downloaded the latest version of the Coconut App and accepted any new terms.

Coconut.

19.8 The terms of our Privacy Policy and Cookie Policy as applicable from time to time, available at www.getcoconut.com/privacy/ and www.getcoconut.com/cookies/ respectively are incorporated into this Agreement.

19.9 The Coconut App or the Website may contain links to third-party websites (“**Third-party Sites**”). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content. You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them. We shall have no liability to you in connection with any Third-party Sites.

19.10 This Agreement is governed by English law and you agree to the exclusive jurisdiction of the courts of England and Wales.

20. CONTACTING CUSTOMER SERVICES

20.1 If you have a query regarding your Coconut Account, please refer the FAQs on the [Website](#) or you can contact us using the in-App chat function, or by emailing us at support@getcoconut.com or on the emergency line on +44 808 169 9928 between the hours of 9am and 5.30pm UK time, Monday to Friday excluding public bank holiday.

20.2 Lost, damaged or stolen Coconut Cards can be reported via the Coconut App and also by calling +44 808 169 9928 (available 24 hours a day).