

## Important information you need to know

### Your "Mettle" Account Agreement

Please read this Agreement carefully before you activate your Card or using any of our services or Account. This information forms the Agreement for your Account including any associated Card and payment services that we may provide to you. This Agreement governs the Alpha Phase for the Account, Card and Additional Services. Terms may vary once the Contract Term is completed. By confirming that you accept the terms of this Agreement, or by activating your Card and/or using our services, you accept this Agreement. During the Alpha Phase there will be no fees or charges payable by you. After the Alpha Phase fees may apply. International payments will not be available except for foreign exchange payments via the Card. Digi Ventures is a subsidiary of National Westminster Bank Plc which is a member of the Royal Bank of Scotland plc group ("**RBS**") and may share your information with other RBS Group entities. 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** - The electronic account associated with your Card.

**Account Details** – Any details related to your Account, such as but not limited to, sort code and account number.

**Account Holder** – The company or the individual on behalf of the company entering into this Agreement.

**Account Information Services** – An online service which provides consolidated information on 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.

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

**Additional Services** - The services as set out in Schedule 1 of this Agreement.

**Agreement** - This agreement as varied from time to time.

**Alpha Phase** – is the pilot phase for the Digi Ventures Card, Account and Additional Services during the Contract Term.

**Authorised Third Party Provider** – Includes Account Information Service Provider and/or Payment Initiation Service Provider.

**Available Balance** - The value of funds available on your 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.

**Card** - Any Digi Ventures Prepaid Mastercard® Card associated with your Account.

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

**Contactless** - enables Cardholders to pay by tapping the Card on a point-of-sale terminal reader for transactions of up to £30 (as amended from time to time).

**Contract Term** – The Contract Term is **six** months from the commencement of this Agreement unless extended by a further specified period by written notice from us to you.

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

**Digi Ventures** – Digi Ventures Limited, a company registered in England and Wales with number 11033015 who can be contacted at their registered office at 250 Bishopsgate, London, EC2M 4AA.

**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 Account.

**Faster Payment** – A service allowing you to make and receive electronic payments in the UK which is received by the recipient bank normally 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.

**Mastercard Acceptance Mark** - The Mastercard International Incorporated Brand Mark, indicating acceptance of the 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 cards which display the Mastercard Acceptance Mark.

**Mobile Application** – A mobile application and/or online portal that allows you to have access to your Account.

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

**Payment Initiation Services** – An online service which accesses your 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.

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

**PPS** - PrePay Technologies Limited, a company registered in England and Wales with number 04008083 and registered office at Floor 6, 3 Sheldon Square, London, W2 6HY who can be contacted at PO BOX 3883, Swindon, SN3 9EA.

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

**Regulator** – Means Financial Conduct Authority in the UK or another European financial services regulator.

**we, us or our** – PPS or Digi Ventures acting on its behalf.

**Website** – Mettle program website.

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

**you, your** - The Account Holder. Where you've authorised anyone else to use or operate the Account, you or your refers to both or all of you depending on the context.

## 2. ACCOUNT LIMITS

Account Maximum Balance	Customer - £50,000 (For Alpha Phase)		
<b>Account transaction limits</b>			
	<b>Faster Payments In</b>	<b>CHAPS In</b>	<b>BACS Credit</b>
Single transaction limit	Up to maximum balance	Up to maximum balance	Up to maximum balance
<b>Faster Payments Out</b>			
Single transaction limit	£10,000		
<b>Card transaction limits</b>			
Single transaction limit	£10,000 (Mastercard redemption)		
Weekly limits per Account	£20,000 (Mastercard redemption)		
Monthly limits per Account	£50,000 (Mastercard redemption), £4,000 (Mastercard withdrawal)		
Daily ATM withdrawal limit	£500		

## 3. SCOPE OF THIS AGREEMENT

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

**3.2** Your Account is an electronic money product and the electronic money stored on your Account is issued by PPS, and distributed and administered by Digi Ventures (FCA reference number 902024) as agent for PPS. PPS are authorised and regulated by the FCA as an electronic money institution with permission to issue e-money and provide payment services (firm reference number 900010).

**3.3** Your 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 Card remains property of PPS.

**3.4** Your rights and obligations relating to the use of your Account and 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 Account and/or Card you should contact Customer Services.

**3.5** This Agreement is written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card or Account.

**3.6** You agree that we may communicate with you by e-mail, SMS or via the Mobile Application for issuing any notices or information about your Account or Card and therefore it is important that you ensure you keep your e-mail address and mobile phone number updated via the Mobile Application.

**3.7** If you wish to make use of services provided by an Authorised Third Party Provider on your Account, you may do so provided that you have signed up to use Mobile Application and your Account is active. We advise that before using an Authorised Third Party Provider, you ensure that the Authorised Third Party Provider is authorised by a Regulator or lawfully permitted to provide their services. In the UK, the Financial Conduct Authority's register (available at <https://register.fca.org.uk/>) will tell you whether a company is authorised. You must provide your explicit consent or share

your Mobile Application credentials with the Authorised Third Party Provider each time an access to your Account is required for them to provide you with their services. You should always consider the implications of sharing your Mobile Application credentials and your personal information.

**3.8** If an Authorised Third Party Provider requests access to your Account to provide you with their services using your Mobile Application credentials, we will assume that you have given consent to do so. Please note we are obliged to provide access to your Account if it is requested by an Authorised Third Party Provider and can only refuse access in certain circumstances.

**3.9** If you do not wish to use services provided by an Authorised Third Party Provider on your Account, you simply refuse to provide your consent or refuse to share your Mobile Application credentials with an Authorised Third Party Provider.

#### **4. APPLYING AND REGISTERING YOUR ACCOUNT**

**4.1** To apply for an Account, you must have a UK registered business and be a UK resident. During the Alphas phase, sole traders and limited companies are eligible to apply.

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

**4.3** You must, if we require, provide satisfactory evidence of the business (including its legal status) and /or suitable identification and address of the partners or directors or owners of the business. If we are unable to obtain satisfactory evidence of the business and/or partners or directors or owners of the business we may decline your application.

**4.4** To use your Account, you will need to sign up for the Mobile Application.

**4.5** An Account is for business use only, not personal use. If you use your Account for personal purposes we may close your Account immediately.

#### **5. RECEIVING AND ACTIVATING A CARD**

**5.1** The Card will be posted to your address.

**5.2** When the Card is received, you must sign it immediately and should then activate it via the Mobile Application.

**5.3** Once the Card has been activated, the Mobile Application will reveal the PIN. The PIN should never be revealed to anybody. We will not reveal the PIN to a third party.

**5.4** The PIN can be changed at any UK ATM. When selecting or changing the PIN, you must not select a PIN that may 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 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.

**5.5** There is a maximum of 10 cards permitted per Account.

#### **6. USING THE CARD AND CARD EXPIRY**

**6.1** The 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 will not apply during the Alpha Phase, see paragraph 12). You can authorise a transaction on the 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 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 deemed 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 Card PIN or other security code personal to you is used; or

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

**6.2** The Card is a prepaid 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 Card if the Full Deductible Amount exceeds the Available Balance.

**6.3** Due to security safeguards, Merchants that accept the 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 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 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 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 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.

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

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

**6.9** The Card can be used to make transactions in a currency other than pounds sterling ("foreign currency transaction"), the amount deducted from your 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. You can find details of how to find the Mastercard rate on the Mettle FAQ. Exchange rates can fluctuate and they may change between the time a transaction is made 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. We will not charge an additional foreign transaction fee for any foreign currency transactions during the Alpha Phase.

**6.10** The expiry date of the Card is printed on the front of the Card. We may send you a replacement Card if requested (fees will not apply during the Alpha Phase, see paragraph 12).

**6.11** Any Available Balance remaining on the Account at 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 Account to a UK bank account via Faster Payment (subject to Account Limits). You will not have access to your Account and we will not return any funds remaining on the Account after six years from Card expiry and this Agreement will terminate.

## 7. USING THE ACCOUNT

**7.1** Subject to Account Limits, the Account can be used for setting up direct debits, for making and receiving Faster Payments and for receiving BACS and CHAPS.

### ADDING FUNDS TO THE ACCOUNT

**7.2** Subject to Account Limits, funds can be added to the Account via Faster Payments, BACS and CHAPS payments. The Account Details will be required for adding funds via one of these methods. Funds can also be added to the Account by loading your Card at a Post Office or PayPoint.

**7.3** A payment coming into the Account may not be credited to the Account if:

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

**7.3.2** the Account is inactive or blocked; or

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

**7.3.4** we suspect fraudulent activity on the 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 from your Account, you must first set up the recipient as a new payee. For setting up a new payee you will need to provide a name, account number and sort code of the person you wish to pay.

### DIRECT DEBITS

**7.6** You can set up direct debits from your Account to pay your suppliers. To set up a direct debit from your Account, you must first authorise the organisation taking direct debit payments from the Account.

**7.7** If a direct debit on the 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.

**7.8** Any direct debit payment is usually taken from the 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 the Account does not have sufficient Available Balance any direct debit payment may 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 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 (for same day payments). To cancel future dated payments (where permitted) you must tell us at least one business day before the payment is due to be made.

#### 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. We will not charge you a fee for tracing, recalling or cancelling a payment during the Alpha Phase. 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 from doing so.

**7.13** You can authorise us to make a payment from your Account via the Mobile Application 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 Mobile Application 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 Account; or

**7.13.3** a Payment Initiation Service Provider has made a payment from your Account with your consent.

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

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

**7.14.2** the Account is suspended or closed; or

**7.14.3** the Account has reached its 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 Account or the payment is unlawful or fraudulent; or

**7.14.6** we are concerned about fraud or unauthorised access to the Account by an Authorised Third Party 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 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** it may be because we have concerns under paragraph 7.14.6. In this event, Digi Ventures will contact you using the contact details provided by you or by leaving a message on the Mobile Application 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 one Working Day before the 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 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 Account, to recover any monies outstanding.

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

#### 8. CHECKING ACCOUNT BALANCE

**8.1** You can check the Available Balance and transaction history on the Account via the Mobile Application.

**8.2** You can check the Available Balance at an ATM.

**8.3** We will make your monthly Account statements available via the Mobile Application free of charge. We will provide you with an email notification when your monthly Account statements are available to view.

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

**9.1** You may cancel your Account and any 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 Account.

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

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

**9.4** All direct debit transactions that were set up on the Account will be rejected once your Account is closed.

**9.5** If we find any additional withdrawals, fees or charges have been incurred on your 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 Account and any Cards issued for your Account.

**10.2** We may restrict or refuse to authorise any use of your Account and any Cards issued to your Account including transactions in any legal jurisdiction if using the Card or 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 Card or Account.

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

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

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

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

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

**10.6** You must ensure you do not:

**10.6.1** allow another person to use your Card and/or PIN.

**10.6.2** write down password(s), PIN or any security information related to Card, Account and Mobile Application 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 Card and Account, 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 Authorised Third Party Provider to use or access your Account.

**10.8** You must not disclose or make available your Mobile Application credentials to a third party unless the third party is an Authorised Third Party Provider and you want to use their services.

**10.9** You will be responsible for all transactions which you authorise including through a Payment Initiation Service Provider.

**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 Account.

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

**10.12** The Mobile Application is only supported on devices where the operating system has not been modified, or jailbroken, or configured to allow software installation from sources other than those approved by Digi Ventures (including but not limited to the Apple App Store and Google Play). Use of the Mobile Application on such a device is at your risk with regards to ensuring you have sufficient technological security environment on your hardware and software and neither PPS nor Digi Ventures can be held responsible for any loss of data by you.

## 11. LOST, STOLEN OR DAMAGED CARDS

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

**11.2** In the event that you notify us in accordance with this Agreement that your security information related to your Card or Mobile Application credentials have 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 Account, you can request for a replacement Card for your Account. If we replace the Card, the Card will be delivered to your business address (no fees apply during the Alpha Phase, see paragraph 12).

**11.4** In the event that you have acted fraudulently or have acted with gross negligence or intentionally:

(i) in failing to notify us of the lost or stolen Card or (ii) failed to keep your Card or security information related to your Card and Account safe or you have breached this Agreement then you shall be liable for direct losses caused by that.

## 12. FEES

**12.1** Your Account will not be subject to any fees during the Alpha Phase.

**12.2** This clause 12.2, is not applicable during the Alpha Phase. After product launch, we will deduct any taxes or charges due from the Available Balance on your 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 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.

**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 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 Account.

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

**13.2.5** You will not be liable for unauthorised transactions from your Account after you have told us that the Card, Card security information or Mobile Application credentials have 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 Account with sufficient funds including any charges to restore your 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 responsible for taking appropriate action).

**13.4** If funds have been paid in to your 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 go into your 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 Account (e.g. if you have given your Card details to a retailer for the purpose of making a payment 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 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 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 apply.

**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.

**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 vary this Agreement, by providing you with reasonable 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 Mobile Application.

**14.2** If you do not agree with the changes to the Agreement, you may at any time during the Alpha Phase terminate your Agreement and close your 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 that are favourable to you. We do not have to tell you personally in advance when any of the following happen:

**14.3.1** If the change is in your favour, if we reduce your charges, if we make this Agreement more favourable to you, or if we introduce a new service or feature which is more favourable to you.

**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 during the Contract Term:

**15.1.1** if we give you reasonable 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 Card or 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 Card, Account and 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 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 Card, Account or any security credentials related to any Cards or Account; or

**15.2.4** if you have reached your 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 Card or Account or the Mobile Application 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 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 Account following termination by either you or us, then subject to this Agreement, you shall refund to us any sum which relates to a withdrawal on the 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** 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 Card is faulty due to our default, our liability shall be limited to replacement of the 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.

**16.1.7** where Additional Services are being provided, we shall not be liable for any losses arising from false, inaccurate, or incomplete information entered into the Mobile Application by you.

**16.1.8** Additional Services are not intended to provide, and should not be relied on for, tax, legal or accounting advice. If you are unsure, you should consult your own tax, legal and accounting advisors before using any Additional Services.

**16.2** Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence or fraud.

**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 Card or 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** We collect and process various categories of personal and financial information throughout your relationship with us, to allow us to provide our products and services and to run our business. This includes basic personal information such as your name and contact details, and information about your financial circumstances, your accounts and transactions. Digi Ventures is a subsidiary of National Westminster Bank Plc which is a subsidiary of RBS. This section sets out how we may share your information with other RBS companies and third parties.

**17.2** For more information about how we use your personal information, the types of information we collect and process and the purposes for which we process personal information, please read our full privacy notice (our "Privacy Notice") provided on our website [mettle.co.uk](http://mettle.co.uk)

**17.3** We may update our Privacy Notice from time to time, by communicating such changes to you and/or publishing the updated Privacy Notice on our website (insert URL). We would encourage you to visit our website regularly to stay informed of the purposes for which we process your information and your rights to control how we process it.

**17.4** In respect of any personal information relating to a third party that you provide to us, you must:

**17.4.1** notify the third party that you are providing their personal information to us and obtain their permission;

**17.4.2** provide the third party with a copy of our Privacy Notice and this Agreement;

**17.4.3** promptly notify the third party of any changes to our Privacy Notice that we notify you of; and

**17.4.4** ensure that, to the best of your knowledge, the personal information is accurate and up to date, and promptly notify us if you become aware that it is incorrect.

**17.5** Your information may be shared with and used by other RBS companies. We will only share your information where it is necessary for us to carry out our lawful business activities, or where it is necessary to comply with laws and regulations that apply to us.

**17.6** We will not share your information with anyone outside RBS except:

**17.6.1** where we have your permission;

**17.6.2** where required for your product or service;

**17.6.3** where we are required by law and to law enforcement agencies, judicial bodies, government entities, tax authorities or regulatory bodies around the world;

**17.6.4** with other banks and third parties where required by law to help recover funds that have entered your account as a result of a misdirected payment by such a third party;

**17.6.5** with third parties providing services to us, such as market analysis and benchmarking, correspondent banking, and agents and sub-contractors acting on our behalf, such as the companies which print our account statements;

**17.6.6** with other banks to help trace funds where you are a victim of suspected financial crime and you have agreed for us to do so, or where we suspect funds have entered your account as a result of a financial crime;

**17.6.7** with debt collection agencies;

**17.6.8** with credit reference and fraud prevention agencies;

**17.6.9** with third party guarantors or other companies that provide you with benefits or services (such as insurance cover) associated with your product or service;

**17.6.10** where required for a proposed sale, reorganisation, transfer, financial arrangement, asset disposal or other transaction relating to our business and/or assets held by our business;

**17.6.11** in anonymised form as part of statistics or other aggregated data shared with third parties; or

**17.6.12** where permitted by law, it is necessary for our legitimate interests or those of a third party, and it is not inconsistent with the purposes listed above.

**17.7** If you ask us to, we will share information with any Authorised Third Party Provider that provides you with Account Information Services or Payment Initiation Services. If you ask an Authorised Third Party Provider to provide you with Account Information Services or Payment Initiation Services, you're allowing that Authorised Third Party Provider to access information relating to your Account. We're not responsible for any such Authorised Third Party Provider's use of your Account information, which will be governed by their agreement with you and any privacy statement they provide to you.

**17.8** In the event that any additional authorised users are added to your account, we may share information about the use of the Account by any authorised user with all other authorised users.

**17.9** We will not share your information with third parties for their own marketing purposes without your permission.

**17.10** We may transfer your information to organisations in other countries (including to other RBS companies) on the basis that anyone to whom we pass it protects it in the same way we would and in accordance with applicable laws. We will only transfer your information if we are legally obligated to do so, or where the other country has laws that adequately protect your information, or where we have imposed contractual obligations on the recipients that require them to protect your information to the same standard as we are legally required to.

**17.11** 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 @ [support@mettle.co.uk](mailto:support@mettle.co.uk).

**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](http://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 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 Service Regulations 2017 and you can obtain a copy of this Agreement at any time by visiting the Mobile Application or the Website.

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

**19.7** The Financial Services Compensation Scheme is not applicable for this Account. No other compensation schemes exist to cover losses claimed in connection with your Account. In the event that we become insolvent, your funds are safeguarded under the EU Electronic Money Directive 2009/110/EC and UK Electronic Money Regulations 2011 which are designed to ensure the safety of funds held in electronic money accounts like your Digi Ventures Account.

**19.8** This Agreement together with Schedule 1 constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.

## **20. CONTACTING CUSTOMER SERVICES**

**20.1** If you have a query regarding your Account, you can contact us via our messaging service in our app or alternatively via email on [support@mettle.co.uk](mailto:support@mettle.co.uk) or by telephone at 0800 069 8380.

**20.2** Lost, damaged or stolen cards can be reported via the Mobile Application and also by calling 0800 069 8380.

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## **SCHEDULE 1 – ADDITIONAL SERVICES**

### **1.1 Money management**

1.1.1 The Mobile Application enables you to check your available balance held in your Account at any time. .

### **1.2 Invoicing Management Tool**

1.2.1 The Mobile Application enables you to generate invoices only. Distribution of invoices is carried out by you and is not an Additional Service provided by us.

1.2.2 The Mobile Application allows you to mark when invoices are due to your customers.

1.2.3 To create an invoice, you must first enter your new client details including company name, address and contact names. This information can be saved in the Mobile Application for future invoices. You must ensure that all client information entered into the Mobile Application by you is accurate.

1.2.4 Once the invoice template has been generated with your client's details, you should calculate the total amount to be paid inclusive of any applicable VAT. An auto-generated invoice number will be created once confirmed. You must ensure that all information concerning VAT entered into the Mobile Application by you is accurate.

1.2.5 During the Alpha Phase, we will include your payment account information on the invoices

generated through the Mobile Application so your clients can pay you more easily.

- 1.2.6 The Mobile Application will send an elective opt-in message for push notifications on the invoice due date.
- 1.2.7 Once your invoice has been created you choose your send options from the share sheet.
- 1.2.8 The Mobile Application includes a calendar feed feature which shows your future projected balances based on the invoices generated by you pending settlement from your customers.
- 1.2.9 We shall not be liable for any losses arising from false, inaccurate, or incomplete information entered into the Mobile Application by you. Additional Services are not intended to provide, and should not be relied on for, tax, legal or accounting advice.



