

CATAPILLR TERMS & CONDITIONS

INTRODUCTION

1.1 These Terms apply to the Catapillr Payment Platform service (**Payment Platform**) and form part of the agreement between you and us, Catapillr Ltd. (**Catapillr**).

If you ever need up-to-date copies of these Terms, please ask us and we'll give you a copy. You can also find them at catapillr.com/T&CS

2. OUR DETAILS

Catapillr Ltd.

Registered in England and Wales No. 11814672. Registered Office: Kemp House 160 City Road London EC1V 2NX

3. THE SERVICE

3.1 You can only use Payment Platform if:

- You're 18 or over
- An employee with a company registered with Catapillr
- You have a verified work email address

4. SECURITY

4.1 You must take all reasonable steps to keep your security details safe (including any passwords or log-in details) and you must tell us as soon as possible if you think someone else might know your security details by emailing info@catapillr.com.

4.2 **We'll never ask you to give your full security details to us or to any other person or organisation.**

4.3 You must not leave the device you're using unattended while you're logged on to Payment Platform and you must make sure that any information stored or displayed on your device is kept secure.

5. INCORRECT OR UNAUTHORISED PAYMENTS

If you suspect that an incorrect or unauthorised payment has been made from your account, please contact us as soon as possible by emailing info@catapillr.com.

6. YOUR CONTACT DETAILS

If your contact details (including your mobile phone number or email address) change, you should tell us as soon as you can.

7. INSTRUCTIONS

You're responsible for all instructions given through Payment Platform, by you or anyone acting with your authority.

8. PAYMENTS

General

8.1 Your Account Terms explain how payments into and out of your account work. The section below contains information on Pay Your Contacts, which is a payment service that is specific to the Payment.

8.2 When you make a payment through Payment Platform we'll make the payment using the Bank Wire Service.

Paying your contacts

8.3 Paying your contacts is the service to send money to a third party from your personal account by using the payee's account number and sort code.

8.4 You can only pay a contact on the Payment Platform who has been approved by Catapillr Ltd.

8.5 To make a payment in this way, you need to give us:

- the Company name of the Payee
- the Company number of the Payee
- the Ofsted registration number of the Payee, if applicable

You're responsible for ensuring that these details are correct.

8.6 Once the Payee has been approved and checked by Catapillr, then you will be able to make payments directly to them.

8.7 A payee must be a UK registered Childcare Provider or a company/organisation whose primary purpose is the provision of children's activities.

9. ADDING A TAX-FREE CHILDCARE ACCOUNT

9.1 The "Adding a Tax-Free Childcare Account" function allows you to add your current Tax-Free childcare account, in order to transfer funds over the payment Platform.

9.2 The account must be a valid Tax-free Childcare account, in your name, before any payments can be made.

9.3 If you see any suspicious activity on your Tax-Free account held with your Account Provider, you should contact them directly and not us. We're not able to pass any notifications about suspicious activity to your Account Provider on your behalf.

10. CHARGES

We will be charged a fixed £2.50 per month, for access to the Payment Platform. This fee is subject to review and change on a periodic basis.

11. OUR LIABILITY

We won't be liable to refund you for any losses caused by circumstances beyond our control (i.e. the situation was abnormal or unforeseeable), for example, due to extreme weather, terrorist activity or industrial action.

12. VARIATION/TERMINATION

12.1 You're free to cancel Payment Platform at any time. If you'd like to do this, please email us on info@catapillr.com.

12.2 If you haven't used the service for 6 months your Payment Platform access will be deactivated and you'll have to re-register in order to use Payment Platform again.

12.3 We may suspend, restrict or end your use of Payment Platform or any part of it where:

- we reasonably believe that your security details haven't been kept safe;
- we reasonably suspect that your security details have been used fraudulently or without your permission;
- as a result of a change in the way you use your account(s) or in your financial circumstances, we reasonably believe that you may have difficulty in meeting your commitments;
- we believe it's appropriate in order to protect your account(s);
- you've broken any of the Licence Terms set out below.

We'll tell you before we take any of these steps and we'll explain why we've done so, unless we're unable to contact you or there's a legal reason or other circumstance beyond our control that stops us from doing so. If we can't get hold of you beforehand, we'll (where possible) tell you and explain our reasons afterwards.

12.4 We can also end your use of Payment Platform by giving you at least 60 days' notice.

12.5 If we have a valid reason for doing so, we may change these Terms by giving you at least 60 days' notice before the change takes effect. We'll tell you about any changes by:

- notifying you within the Payment Platform;
- sending a text message (to the mobile phone number you gave us);
- sending an email (to the work email address you gave us);

We'll assume that you've accepted the changes unless tell us that you'd like to cancel Payment Platform before the change takes effect.

13. LICENCE TERMS

13.1 When you access the Payment Platform we automatically give you a non-transferable, non-exclusive right to use the service (the Licence) provided that you agree to the following:

- you can only use the Payment Platform on a registered device belonging to you or under your control.
- you can only use the Payment Platform for the service no other purpose;
- the right to use the Payment Platform is given only to you and you must not give any rights of use or any other rights in respect of the Payment Platform to any other person or organisation;
- you must not copy, reproduce, alter, modify or adapt the Payment Platform or any part of it;
- you must not analyse or reverse engineer the Payment Platform or any part of it;
- you must not remove or tamper with any copyright notice attached to or contained within the Payment Platform and you agree that all ownership of the Payment Platform, including all relevant intellectual property rights, remains with us;
- if your right to use Payment Platform is terminated all rights given to you in respect of the service will end immediately.

13.2 The Licence includes the right to use any future updates to the Payment Platform that we make available to you.

13.3 We're solely responsible for the Payment Platform and its content. If you have any questions or complaints or need any support in relation to the Payment Platform please email info@catapillr.com

13.4 If any third party claims that the Payment Platform infringes their intellectual property rights, we'll be solely responsible for dealing with the claim.

13.5 We'll assume that you've accepted the terms of the Licence by using the Payment Platform on your device and the Licence will continue until you cancel Payment Platform and/or delete the service or if we end your use of Payment Platform under Term 12.

Catapillr Ltd.

Registered in England and Wales No. 929027. Registered Office: 250 Bishopsgate, London, EC2M 4A