

## RentWallet Service Terms

### 1. Introduction

*This section explains who RentWallet is, the services we offer and our Privacy Policy and Cookies ("**Privacy Policy**"). You should read the terms and the Privacy Policy before agreeing to them. Email us at [connected@rentwallet.net](mailto:connected@rentwallet.net) if you have any questions.*

- 1.1. These terms and conditions ("**Agreement**") govern the supply of the service offered by Rentwallet.net Limited ("**we**", "**our**", "**us**", "**RentWallet**") to enable landlords to access, consolidate, display and share information on rental payments received and tenants to initiate rental payments to landlords in or from the United Kingdom ("**the Service**"), which includes services that enable you to access and share information from your payment accounts ("**Account Information Service**") and to initiate payment transactions ("**Payment Initiation Service**"), which are regulated under the Payment Services Regulations 2017 (together referred to in this Agreement as "**Payment Services**"). The Payment Services are made available by us as the registered agent of Moneyhub Financial Technology Limited ("**Moneyhub**"). Our and Moneyhub's details are in Clause 2.
- 1.2. The Service may be accessed via the Rentwallet.net website and web application (each a "**Site**") by any person or entity whose application to register with us we approve under Clause 3 ("**you**", "**your**", "**User**").
- 1.3. This Agreement includes:
  - 1.3.1. Moneyhub's Terms of Use (the "**Moneyhub Terms of Use**"), located at <https://content.moneyhub.co.uk/terms/api-terms-v1.pdf> and
  - 1.3.2. our **Privacy Policy**.
- 1.4. You should read this Agreement, the Moneyhub Terms of Use and our Privacy Policy before agreeing to them and using the Service. We recommend that you download a copy of each document for your records.
- 1.5. The Agreement between you and RentWallet is formed and the term of the Agreement shall start on the date on which we notify you that your application to register for the Service has been accepted under Clause 3 and the Service is available for your use and shall continue subject to any right to cancel or terminate it that may be specified below ("**Term**"). The Term will continue for as long as you have RentWallet Account or until you or we terminate the Agreement in accordance with these Terms, whichever happens first.
- 1.6. This Agreement is for users who are individual people, or businesses who meet the eligibility requirements in Clause 3.1. Businesses should have an annual turnover and/or annual balance sheet total that does not exceed €2 million and have fewer than ten (10) employees, or charities with

annual income of less than £1 million. If you wish to use the Service but do not fit any of these descriptions, please contact us at [connected@rentwallet.net](mailto:connected@rentwallet.net).

- 1.7. We offer paid for services for subscription fee ("**Fee**"). The details are set in Clause 11.2.
- 1.8. You shall be entitled to cancel this Agreement within the 14 day period that begins on the day after you enter into it ("**Statutory Cancellation Period**"). The details are set in Clause 11.5. In the event that you cancel this Agreement during the Statutory Cancellation Period, any agreements that you agreed in relation to that cancelled Offer during the Statutory Cancellation Period will also be cancelled automatically. You may exercise your right of cancellation by emailing us to that effect at [connected@rentwallet.net](mailto:connected@rentwallet.net).
- 1.9. The information provided via the Service is intended solely for use by persons and organisations that meet the eligibility criteria set out in Clause 3.1. The Service is not intended for distribution to, or use by, any person or entity in any jurisdiction where such distribution or use would be contrary to any applicable local law, regulation or rule.
- 1.10. This Agreement is concluded in the English language and all communications (including any notices or the information being transmitted) shall be in English. In the event that the Agreement is translated into any other language (whether for your convenience or otherwise), the English language text of the Agreement shall prevail.
- 1.11. Any questions regarding the service provided through this Agreement should be directed to us at [connected@rentwallet.net](mailto:connected@rentwallet.net) unless otherwise advised by us.

## 2. Information about us

Rentwallet.net Limited is a company incorporated in England and Wales (company number 13089273) with registered office and principal trading address at Lygon House, 50 London Road, Bromley, Kent BR1 3RA, United Kingdom. We are registered with the Information Commissioner (No. ZA858955). Rentwallet.net Limited is acting as an agent of Moneyhub for the provision of the Payment Services. Moneyhub's details are set out in Clause 2.1 of the Moneyhub Terms of Use, located at <https://content.moneyhub.co.uk/terms/api-terms-v1.pdf>.

## 3. Access to the Service

*This section explains who is allowed to use the Service, how to access it, when the service and our staff are available and which laws apply. It also explains what to do if you think someone else is using the service without your approval. You should download and keep records of what you do on the service.*

- 3.1. To be eligible to use the Service, you must be:
- (a) an individual or sole trader over the age of 18 who is resident in the United Kingdom (“UK”); or
  - (b) a company incorporated in the UK; or
  - (c) a partnership established in the UK comprising individuals who are over the age of 18 and resident in the UK and/or companies incorporated in the UK.
- 3.2. You must not register on the Service more than once or register on the Service Website on behalf of an individual other than yourself, or register on the Service Website on behalf of any entity without that entity's prior written authorisation.
- 3.3. We agree to provide the Service with reasonable skill and care and in accordance with all applicable laws, regulations and the Financial Conduct Authority (“FCA”) rules (“**Applicable Law**”).
- 3.4. We shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for routine and emergency maintenance. However, access to the Service is not guaranteed. Subject to the provisions of this Agreement to the extent that they relate to the Payment Services as required by Applicable Law:
- (a) from time to time we may withdraw or amend any of the content and Service provided without notice;
  - (b) we will not be liable if the Service or any content is unavailable at any time for any reason;
  - (c) From time to time, we may restrict access to some parts of the Service, or the entire Service.
- 3.5. You are responsible for making all arrangements necessary for you to have access to the Service (for example ensuring you have an available internet connection).
- 3.6. If we accept your application to use the Service and create an account (“**RentWallet Account**”) with us, you will require a valid email address and will be asked to enter a username, password and any other piece of information we deem necessary as part of our security procedures for your use in accessing information or initiating payment order from a specified payment account held by you with another payment service provider (“**Passcodes**”).
- 3.7. You must keep the Passcodes secret and make sure that they are not stored on your workstation or otherwise in a way that enables others to impersonate you but are memorised and any record of the Passcodes destroyed or deleted. You must periodically change the Passcodes in accordance with the periods of time and procedures established by us for doing so.
- 3.8. You must provide us with your contact details in the form of your email address, and any other details we collect from you at registration, so that we can administer the Service and your RentWallet Account. You must not impersonate or try to impersonate another person when providing us with information.

- 3.9. Each time you seek to access the Service, we will check your identity by asking for Passcodes. As long as the correct Passcodes are entered, we will assume that you are the person giving instructions and making transactions and you will be liable for them, except to the extent provided for in Clause 3.11.
- 3.10. If you disclose the Passcodes to any other person or entity whom you employ or otherwise retain, appoint or authorise to access the Service on your behalf, you are also responsible and liable for any access, use or misuse or disclosure of your Passcodes or Service by such person or entity.
- 3.11. If you think that someone else may have access to, or be using, your Passcodes or RentWallet Account without your consent, you must tell us immediately by emailing [connected@rentwallet.net](mailto:connected@rentwallet.net). You will be asked to provide information to enable us to verify your identity. Following satisfactory completion of the verification process, we will immediately prevent further unauthorised use, including blocking the use of the Passcodes and issue replacements.
- 3.12. You certify that all information you provide in the registration is accurate. You must have a valid email address registered with us at all times. If an email that we send to you should bounce for some reason, your RentWallet Account may be temporarily suspended until you contact us with a verifiable address.
- 3.13. We can refuse to act on any instruction that we believe: (i) was unclear; (ii) was not given by or with your authority; (iii) might cause us or any of our partners to breach a legal or other duty; or (iv) involves the use of the Service for an illegal purpose.
- 3.14. Subject to the provisions of Clause 14, unless and until you notify Customer Service that you believe that someone else can use the Service by impersonating you:
- (a) you will be responsible for any instruction which we receive and act on, even if it was not given by you; and
  - (b) we will not be responsible for any unauthorised access to confidential information about you in the Service.
- 3.15. If we believe you have acted fraudulently, or if we believe you have intentionally or with gross negligence failed to keep your means of interacting with us or the Service secure and confidential at all times, we will hold you liable for all transactions and any associated fees.
- 3.16. We will do all that we reasonably can to prevent unauthorised access to the Service. As long as you have not breached the other terms contained in this Clause 3, we will accept liability for any loss or damage to you resulting directly from any unauthorised access to the Service (see Clause 14 of this Agreement for limits on our liability).
- 3.17. You agree to provide us or your PSP (as the case may be) with the necessary payment order information, including support documents requested, such as invoice(s) and/or related contract with the person or entity you intend to pay ("**Payee**").

- 3.18. Except as required by Applicable Law, we shall not be responsible, and you will be solely responsible, for (a) compiling and retaining permanent records of all your use of the Service, and (b) reconciling all transaction activity between your own system or device and the Service.
- 3.19. Upon the termination of this Agreement for any reason, we shall have no obligation to you to store, retain, report, or otherwise provide any copies of, or access to, any records, documentation or other information in connection with the Service (but we may do so to comply with our obligations under Applicable Law). Usernames are unique and can only be used once. Upon the termination of this Agreement the username will no longer be available for use on any future accounts and cannot be reclaimed.
- 3.20. You may not access the Service if you are a direct competitor of RentWallet, except with RentWallet's express prior written consent. You may not access the Service for competitive purposes.
- 3.21. We shall use commercially reasonable endeavours to make the Payment Services available to you 24 hours a day, but our Customer Service staff would only be available between 09:00 and 17:00 GMT on each day that banks are open for business in the UK ("**Business Day**"), except for planned maintenance and unscheduled maintenance, provided that we have used reasonable endeavours to notify you that this will occur or has occurred.
- 3.22. Unless otherwise agreed by us in writing, you acknowledge and agree that you shall (at your own cost) be solely responsible throughout the Term for the provision of all equipment, software, systems and telecommunications facilities which are required to enable you to receive the Service.

#### 4. Services

*This section covers all our services. It explains what we'll do if we or a payment provider suspect any strange activity, and that we record calls and other messages.*

- 4.1. Your use of the Payment Services is subject to the Moneyhub Terms of Use located at <https://content.moneyhub.co.uk/terms/api-terms-v1.pdf>.
- 4.2. Unless otherwise specified in this Agreement, to use the Services you must log-in to your RentWallet Account with your Passcodes and follow the relevant instructions.
- 4.3. We may restrict or suspend your use of the Service without notice if: we, Moneyhub or your PSP identify or suspect that suspicious, fraudulent or illegal activities are being carried out in relation to your use of the Service; if we, Moneyhub or your PSP believe you have not complied with this Agreement; or in the event of exceptional circumstances which prohibit the normal operation of the Service.
- 4.4. Unless it would be unlawful for us to do so or it is impracticable, where we stop or suspend the use of the Service in accordance Clause 4.3, we will notify you of this and our reasons for doing so, by

sending an email to the email address you have provided to us. Where it is not possible to notify you before we stop or suspend the Service, we will notify you as soon as possible afterwards. We will reinstate your access to the Service or initiate any suspended payment order as soon as practicable after the reasons pursuant to Clause 4.3 no longer apply or exist.

- 4.5. We have the right to record the telephone calls with each Customer, as well as any use or attempted use of the Service and any other digital communications with you and, if necessary, to use the recordings as evidence of such calls, sessions or communications.

## **5. Information, not advice**

*This section explains that information available through the Service is not any form of advice or recommendation. You can use the Service to send account information to your advisers, but we are not responsible for the information or how they use it to advise or act for you.*

Contributions, articles, commentary, charts, data visualisations, text, graphics, still and moving images and other information posted within or available through our Service (“**Content**”) is provided for general information only. Content is not, and should not be construed as, financial or other professional advice. You should not rely on the Content within our Service as the basis for making a financial decision. If in doubt, you should seek professional advice. Subject to the provisions of Clause 14, we therefore disclaim all liability and responsibility arising from any reliance placed on Content by you or any user of our Service, or by anyone who may be informed of any of the Content.

## **6. Prohibited uses**

*You must use our service lawfully, and not use it for any of the things listed here.*

- 6.1. You must use the Service only for lawful purposes.
- 6.2. You must not use the Service:
- (a) in any way that breaches any Applicable Law;
  - (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - (c) for the purpose of harming or attempting to harm any person in any way;
  - (d) to send, knowingly receive, upload, download, use or re-use any material which is defamatory, contains any material which is obscene, offensive, hateful or inflammatory, promotes sexually

explicit material, promotes violence, or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

- (e) to send, knowingly receive, upload, download, use or re-use any material which is the private information of any third party, including, without limitation, addresses, phone numbers, email addresses, National Insurance numbers or other identifiers, credit card numbers and/or debit card numbers and/or which is likely to deceive any person, be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence, promote any illegal activity, be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety, be likely to harass, upset, embarrass, alarm or annoy any other person, be used to impersonate any person, or to misrepresent your identity or affiliation with any person, gives the impression that it emanates from us, advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse;
- (f) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of solicitation;
- (g) to harvest or collect email addresses or other financial, personal or contact information of other users of the Service from the Service by electronic or other means for the purposes of sending unsolicited communications;
- (h) to impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age, your financial employment or personal circumstances or your affiliation with any person or entity;
- (i) to solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes.

6.3. You also agree:

- (a) not to use or attempt to use another's account, service or system without authorisation from us, or create a false identity in relation to the Service;
- (b) not to do or say anything that would bring the Service or RentWallet into disrepute.

## 7. Viruses, hacking and other offences

*You must not abuse the service and lists things you must not do to it.*

- 7.1. You must not misuse the Service by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or

telecommunications equipment. You must not attempt to gain unauthorised access to the Service, the server/servers on which the Service or any part of it is stored or any server, computer or database connected to the Service. You must not attack the Service via a denial-of-service attack or a distributed denial-of service attack or in any other way use the Service or the Site in any unlawful manner or in any other manner that could damage, disable, overload or impair the Service or the Site or the servers on which it is hosted.

- 7.2. By breaching this provision, you could commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Service will cease immediately.
- 7.3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Service or to your downloading of any material posted on it, or on any website linked to it.
- 7.4. You must not access without authority, interfere with, damage or disrupt:
- (a) any part of the Service;
  - (b) any equipment or network on which the Service is stored;
  - (c) any software used in the provision of the Service; or
  - (d) any equipment or network or software owned or used by any third party;

## **8. Licence and Intellectual Property Rights**

*This section explains who owns the rights to the information in the Service, what permission we give each other to use that information and any restrictions or limits on that use.*

- 8.1. We are the owner or the licensee of all Intellectual Property Rights in the Service, and the Content that we provide you via the Service ("**RentWallet Content**"). Those works are protected by copyright laws and treaties around the world. All such rights are reserved. For the purpose of this Agreement, "**Intellectual Property Right**" means copyright, database right or trade mark, patent, moral right, design right, registered design, service mark, domain name, unregistered design or other intellectual property right anywhere in the world of any other person.
- 8.2. We grant to you during the Term a non-exclusive, non-transferable, revocable, licence in the UK to print off, and to download extracts, of any the RentWallet Content for your own personal or internal business purposes subject to the provisions of this Agreement (and not for use by or for the benefit of any person other than your employee(s)) and not for commercial use or exploitation. You must



not modify the paper or digital copies of any Content you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of the RentWallet Content must always be acknowledged. Nothing in this Clause 8 shall affect your rights under Applicable Law.

- 8.3. When you post or upload Content to the Service (“**User Content**”), you authorise and direct us to make such copies of it as we consider necessary in order to facilitate the publication, display and storage of the User Content in relation to the Service or on the Site. By posting User Content to any part of the Service, you automatically grant, and you represent and warrant that you have the right to grant, to us an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide licence (with the right to sub-licence) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with the Service or the promotion of it, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorise sub-licences of the foregoing. You may remove your User Content from the Service at any time, subject to the provisions of Clauses 3.18 and 3.19. If you choose to remove your User Content, the licence granted above will automatically expire, however you acknowledge that we may retain archived copies of your User Content.
- 8.4. You agree, and undertake not to use the Service to:
- (a) reproduce, duplicate, copy or re-sell any part of the Service;
  - (b) reverse engineer or reverse compile any of the technology used to provide you with the Service, including but not limited to, any applications or computer programs associated with the Service;
  - (c) use the Service or the Site in such a way so as to remove the copyright or trade mark notice(s) from any copies of any Content made in accordance with this Agreement;
  - (d) send, knowingly receive, upload, download, use or re-use any material which infringes any Intellectual Property Rights;
  - (e) create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Service except where expressly permitted under Clause 8.2 of this Agreement);
  - (f) use automated scripts to collect Content from or otherwise interact with the Service or the Site;
  - (g) transmit, re-circulate, extract, use, reutilise, exploit, distribute, redistribute, disseminate, re-disseminate, copy or store any Content except where expressly permitted by us on the Service or otherwise in writing);
  - (h) promote or attempt to promote or market any goods or services for your own financial benefit.

- (i) in any way commercially exploit any of the Content without our prior written consent (which may be withheld for any reason);
  - (j) make any of the Content accessible (including the provision of access through a database or other application populated with the Content for re-selling, sub-licencing, transferring or disclosing the Content) by any means, including any electronic means; or
  - (k) combine any Content with other information or adapt the Content wholly or in part.
- 8.5. We may rely on certain service providers to help us to deliver the Service to you, for example, third party technology companies who may provide elements of the Service's functionality ("**Third Party Service Providers**"). By using the Service, you agree to grant us and our Third Party Service Providers, a non-exclusive, royalty free and worldwide licence to use the information, materials, data and other content that you provide via the Service ("**Content**"). We and the Third Party Service Providers may use, modify, display, distribute and create derivative materials using the Content for the purpose of providing the Service to you.
- 8.6. You are solely responsible for your User Content. You must not post, transmit, or share User Content on the Service that you did not create or that you do not have permission to display, publish or post. You understand and agree that we may, but are not obliged to, review the Service or the Site and may delete or remove (without notice) any User Content in our sole and absolute discretion, for any reason or no reason, including without limitation User Content that in our own absolute discretion violates any provision(s) of this Agreement. You are solely responsible at your own cost and expense for creating backup copies and replacing any User Content.
- 8.7. You are solely responsible for your interactions with other users. We reserve the right, but have no obligation, to monitor disputes between you and other users.
- 8.8. Subject to the provisions of this Agreement, we are not responsible for third party Content downloaded or any Content posted by users in relation to the Service or on the Site.

## 9. Links by you to and from our Service

*Links from the Service to other provider's websites and apps are provided only for convenience or information and are not our responsibility. You should check who is responsible for those websites and apps, and read any terms that apply.*

- 9.1. You may link to the home page of our Service and not to any page of the Service or Site that is not the home page, provided you do so in a way that is fair and lawful and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. The website from which you are linking must comply in all respects with any content standards set out in this Agreement. The Service must not be framed on any other site and you must not display the Contents

or allow any Content to be displayed surrounded or framed or otherwise surrounded by material not originating from us without our prior written consent.

- 9.2. If you wish to make any use of material on the Service other than that set out above, please address your request to [connected@rentwallet.net](mailto:connected@rentwallet.net).
- 9.3. Where the Service contains links to other sites and resources provided by anyone other than RentWallet, these links are provided for your information only. We do not recommend and have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## 10. Information about you and your use of the Service

*This section explains our privacy policy, which covers your personal data. Important for you to read that.*

Our Privacy Policy (which is incorporated by reference into this Agreement under Clause 1.3) provides you with the information required by the Data Protection Act 2018 and related acts and regulations governing the use and processing of personal data by persons established in the UK (“**Data Protection Laws**”), including details of the personal data that we collect, as well as the purposes and legal bases for processing such personal data.

## 11. Trials, Fee, Payment Plans, Subscription Term, Statutory Cancellation Period, Payments, Refund and Taxes

*This section explains that some of the service may be available free of charge and extra features or content might have to be paid for and on what terms. The section also explains how Statutory Cancellation Period works. We may change fees on 2 months’ notice and there are no refunds.*

### 11.1. **Trials.**

- 11.1.1. We offer trials of RentWallet functionality for specified period of time without payment (“**Trial**”). We may determine your eligibility for a Trial, and withdraw or modify a Trial at any time without prior notice and with no liability, to the extent permitted under applicable law.
- 11.1.2. The Trial functionality is limited and equivalent to functionality under Payment Plan **Light**.
- 11.1.3. The Trial period is one (1) calendar month from the date of your RentWallet account activation. You will receive corresponding email on the day of activation.

**Calendar month** is a period of time commencing on the day of your account activation and ending immediately before the beginning of the corresponding day of the next month or, if there is no such corresponding day, ending at the expiration of the next month. For example, if your RentWallet account is activated on the 10<sup>th</sup> of August then the Trial will expire immediately before 00.00 on the 10<sup>th</sup> of September (or in other words at 24.00 on the 9<sup>th</sup> of September). In case of your RentWallet account is activated on the 30<sup>th</sup> or 31<sup>st</sup> of January then the Trial will expire at 24.00 on the last day (28<sup>th</sup> or 29<sup>th</sup>) of February.

- 11.1.4. You must complete mandatory personal data fields under Account information to proceed with the Trial. You will not have the access to the Service unless your personal data has been fully completed.
- 11.1.5. The Trial period starts on the day of your RentWallet account activation and continues until its expiry day regardless of you have not had the access to your RentWallet account in accordance with Clause 11.1.4.
- 11.1.6. We may offer Trial extension for Payment Plans **“Smart”** and **“Advanced”**. We will make such Trial extensions of applicable services under these Payment Plans available to you and you will have the option to subscribe to one of these Payment Plans until the end of initial Trial (if not terminated earlier). Additional terms and conditions may apply and you agree to comply with any such terms and conditions.
- 11.1.7. We will send you two payment reminders seven (7) and one (1) calendar day before the expiry date of your current Trial or Trial extension.
- 11.1.8. Unless you subscribe to any Payment Plan before the end of the Trial or Trial extension, all of you data may:
- (a) be stored by us within fifteen (15) calendar days from the day of Trial expiry free of charge, unless you ask us to delete it;
  - (b) be stored by us within additional fifteen (15) calendar days after free storage period (Clause 11.1.7.(a)) ended, unless you ask us to delete it. We shall charge an administration fee of £25 to recover your data during this period. This fee is payable in advance. We shall proceed with your data recovery after the payment of administration fee has been received. If for any reason we are unable to recover your data we will reimburse this fee back to you via the same payment channel.
  - (c) be permanently deleted upon the end of thirty (30) calendar days period from the day of Trial expiry and we may not recover it.
  - (d) Additional terms and conditions may apply and you agree to comply with any such terms and conditions.

## 11.2. **Fee.**

- 11.2.1. We charge a Fee for use of the Service. Each Payment Plan has a different access to the Service features. The current amount of the Fee is disclosed on the website and in the web application.
- 11.2.2. Your access to the Services is subject to your payment of the relevant Fee.
- 11.2.3. We will send you two payment reminders seven (7) and one (1) calendar day before the expiry date of your current Subscription Term.
- 11.2.4. In the event that any Fee that is due and payable is unpaid, we reserve the right to suspend your access to the Service and any related support, without liability to you, until payment is received.
- 11.2.5. In the event that any Fee that is due and payable is unpaid and your access to the Service is suspended, all of your data may:
- (a) be stored by us within fifteen (15) calendar days from the day of preceding subscription expiry free of charge, unless you ask us to delete it;
  - (b) be stored by us within additional fifteen (15) calendar days after free storage period (Clause 11.2.5.(a)) ended, unless you ask us to delete it. We shall charge an administration fee of £25 to recover your data during this period. This fee is payable in advance. We shall proceed with your data recovery after the payment of administration fee has been received. If for any reason we are unable to recover your data we will reimburse this fee back to you via the same payment channel.
  - (c) be permanently deleted upon the end of thirty (30) calendar days period from the day of preceding subscription expiry and we may not recover it.
  - (d) Additional terms and conditions may apply and you agree to comply with any such terms and conditions.
- 11.2.6. Fee shall be paid on monthly or other periodic basis in accordance with applicable Payment Plan. All Fees and charges are payable in advance and non-refundable, including in the case of unused subscription periods or after termination or cancellation, unless otherwise disclosed at the time of subscription.
- 11.2.7. In case you change from one Payment Plan to another or you change from one Subscription Term to another Subscription Term the change shall take effect at the beginning of the new billing period after the current subscription term is expired.
- 11.2.8. The renewal Fee will be the same as the initial charges unless you are otherwise notified in advance. We may change our Fee from time to time to reflect legitimate cost increases or reductions in operating the Service under this Agreement. We will give you 2 months' notice of any change in our Fee in accordance with Clause 19 (Amendments). Fee changes will take effect at the start of the next subscription period following the date of the Fee change.

Subject to applicable law, you accept the new Fee by continuing to use the RentWallet after the Fee change takes effect. If you do not agree with the Fee changes, you have the right to reject the change by unsubscribing from the Payment Plan prior to the Fee change going into effect.

11.2.9. All amounts due to us and unpaid under this Agreement shall become due immediately on its termination.

### 11.3. **Payment Plans.**

11.3.1. We offer four Payment Plans with different functionality and service level.

11.3.2. Payment Plan “**Light**” includes following features:

- (a) Manual Bank Account Information;
- (b) No Instant Rent Payment Tool Available;
- (c) Manual Reconciliation
- (d) Real-Time Dashboard
- (e) Transaction History.

11.3.3. Payment Plan “**Smart**” includes following features:

- (a) Automated Bank Account Information\* (\*- subject to the User’s financial institution provision of such services);
- (b) No Instant Rent Payment Tool Available;
- (c) Automated Reconciliation\*\* (\*\*- subject to the payer’s relevant payment reference);
- (d) Real-Time Dashboard
- (e) Transaction History.

11.3.4. Payment Plan “**Advanced**” includes following features:

- (a) Automated Bank Account Information\* (\*- subject to the User’s financial institution provision of such services);
- (b) Instant Rent Payment Tool Available (Up to 15 payments a month)\*\*\* (\*\*- subject to payer’s financial institution provision of such services);
- (c) Automated Reconciliation\*\* (\*\*- subject to the payer’s relevant payment reference or payer’s use of the payment link created from the RentWallet);
- (d) Real-Time Dashboard
- (e) Transaction History;

11.3.5. Payment Plan “**Expert**” includes following features:

- (a) Automated Bank Account Information\* (\*- subject to the User’s financial institution provision of such services);
- (b) Instant Rent Payment Tool Available (15+ payments a month)\*\*\* (\*\*\*- subject to payer’s financial institution provision of such services);
- (c) Automated Reconciliation\*\* (\*\*- subject to the payer’s relevant payment reference or payer’s use of the payment link created from the RentWallet);
- (d) Real-Time Dashboard
- (e) Transaction History.

11.4. **Subscription Term.**

11.4.1. All subscriptions are monthly subscriptions and have to be renewed on monthly basis. The subscription term is a calendar month, shall commence on the day the subscription fee has been received by us and remain in effect until the expiration of subscription.

**Calendar month** is a period of time commencing on the day the subscription fee has been received by us and ending immediately before the beginning of the corresponding day of the next month or, if there is no such corresponding day, ending at the expiration of the next month. For example, if your RentWallet Subscription Term begins on the 10<sup>th</sup> of August then the subscription will expire immediately before 00.00 on the 10<sup>th</sup> of September (or in other words at 24.00 on the 9<sup>th</sup> of September). In case of your RentWallet Subscription Term begins on the 30<sup>th</sup> or 31<sup>st</sup> of January then the subscription will expire at 24.00 on the last day (28<sup>th</sup> or 29<sup>th</sup>) of February.

11.4.2. We may also offer annual Subscription Term which is a calendar year. If you choose to change from a monthly to an annual subscription, the annual Fee rate will take effect at the beginning of the next billing date after the current subscription term is expired.

**Calendar year** is a period of time commencing on the day the subscription fee has been received by us and ending immediately before the beginning of the corresponding day of the same month of the next year. For example, if your RentWallet Subscription Term begins on the 10<sup>th</sup> of August 2021 then the annual subscription will expire immediately before 00.00 on the 10<sup>th</sup> of August 2022 (or in other words at 24.00 on the 9<sup>th</sup> of August 2022).

11.4.3. If you upgrade your subscription or add new categories of service to your RentWallet Account, such changes may result in a new billing date effective upon the date you elect such upgrade or addition.

11.4.4. The Subscription Term shall be displayed for each subscription in your RentWallet Account as well as indicated in the corresponding invoice.

#### 11.5. **Statutory Cancellation Period**

11.5.1. If you subscribe to Payment Plan, you may change your mind for any or no reason and receive a full refund of the Fee paid within fourteen (14) days starting from subscription commencement day (Cooling-off Period) in accordance with the following:

- (a) If you subscribe to Payment Plan with no Trial extension, you agree that the Cooling-off Period is available for fourteen (14) days after the payment has been received by us, but is lost once you use the RentWallet Service during that period;
- (b) If you subscribe to Payment Plan with a Trial extension, you agree that the Cooling-off period for Payment Plan for which you are receiving a Trial extension ends at 24.00 on the fourteenth (14th) day starting from the day of the start of the Trial extension. If you do not cancel the subscription before the Trial extension ends, you lose your right of withdrawal.

11.5.2. We will reimburse this fee back to you via the same payment channel within fourteen (14) days from the day we have received your cancellation request in accordance with Clause 1.8.

#### 11.6. **Payments**

11.6.1. You shall pay subscription Fee by the following methods (**Payment Methods**):

- (a) instant payment via open banking;
- (b) debit or credit card;
- (c) bank transfer.

##### 11.6.2. **Instant payment via open banking.**

Instant payment via open banking is a new way for Users to pay for their subscriptions. The funds are transferred directly from Users' bank account to RentWallet bank account. These transactions are fast and secure, they do not require putting down card numbers or entry of personal data. No credentials or bank account details are disclosed or stored. The payment of subscription Fee is initiated by RentWallet users from their mobile banking app or online banking web portal. Funds are transferred immediately using real-time banking rails.

##### 11.6.3. **Debit or Credit Cards.**

- (a) We accept any card issued by Visa or Mastercard, including prepaid or gift cards that have Visa or Mastercard logo (**Payment Card**).
- (b) We use Revolut to process card payments.
- (c) If you are paying by Payment Card, you authorise us to charge your credit card or bank account for all Fees payable during Subscription Term. You further authorise us to use



a third party to process such payments and consent to the disclosure of your payment information to such third party.

- (d) If you choose to use card payment you confirm that you are permitting RentWallet to initiate a payment or series of payments on your behalf in accordance with the Payment Plan and Subscription Term. You confirm that we may either take payments as one-off or on recurring basis.
- (e) You shall replace the information for any card that expires with information for a valid one. If your card is automatically replaced with the new card by your payment institution, you acknowledge and agree that we are authorised to deduct any charges on your account against new card.
- (f) Anyone using a card represents and warrants that they are authorised to use that card, and that any and all charges may be billed to that card and will not be rejected.
- (g) If we are unable to process your card for any reason, we shall try to contact you by email and may suspend the access to your account until payment has been received.

#### **11.6.4. Payment by bank transfer.**

- (a) Payment by bank transfer is possible against invoice-proforma. We shall send you invoice-proforma to the email address registered with RentWallet within one day from the date of subscription to Payment Plan and choice of payment by bank transfer. Invoice-proforma shall specify all subscription information (Amount, Payment Plan, Order reference, etc.).
- (b) Invoiced amount is due immediately on receipt and payable within seven (7) days from the date of the invoice-proforma, unless otherwise specified.
- (c) If subscription Fee has not been received by us within seven (7) days from the date of invoice-proforma, your request for subscription shall become void. You will need to initiate new subscription request should you wish to subscribe again.
- (d) The subscription will take effect only after the subscription Fee has been received by us.
- (e) Upon receipt of the payment we will confirm the subscription and commercial invoice will be issued and sent to the email address registered with RentWallet.

#### **11.7. Refund and Taxes.**

11.7.1. Except for your termination rights under Clause 16, if you elect to terminate your RentWallet subscription or cancel your RentWallet account prior to the end of the current Subscription Term, no refunds or credits for Fees or other charges or payments will be provided to you.

11.7.2. All payment obligations are non-cancelable and all amounts paid are non-refundable. All Fees are due and payable in advance throughout Subscription Term.

11.7.3. Given the nature of the service, we do not offer a refund or credit on a paid Fee. We will generally not provide refund in the following situations:

- (a) You have changed your mind about the Service;
- (b) You do not need to use the Service anymore;
- (c) You paid the Fee by mistake;
- (d) You do not have sufficient expertise to use the Service;
- (e) You ask for good will;
- (f) You forgot to cancel auto-renewal of the Service;
- (g) The Service does not meet your expectations.

11.7.4. The list is not exhaustive and shall not be construed so as to limit our right to decline refund requests in other situations.

11.7.5. All Fees are inclusive of applicable current UK VAT rate chargeable in the UK at the time of Subscription. Any other similar or equivalent transactional tax or imposition is not included and you are liable for it where applicable.

## 12. Connected Accounts

*This section explains the basis on which you allow the Service to connect to your accounts with other service providers, and that the information on those accounts is not our responsibility.*

- 12.1. In some areas of the Service, you have the ability to connect to your bank accounts and other accounts you hold with third parties ("**Third Party Accounts**"). This enables us to access and retrieve data from your Third Party Accounts into the Service.
- 12.2. By using the Service to connect to Third Party Accounts, you authorise us and the relevant third party (on an ongoing basis unless and until you deactivate the connection) to access the relevant third party source, on your behalf and as your agent, to retrieve information requested by you or otherwise available from the Third Party Account. You agree that the third parties shall be entitled to rely on the foregoing authorisation and that this does not mean that the Service is endorsed or sponsored by any of them.
- 12.3. RentWallet cannot be responsible for the accuracy of data it receives from the Third Party Accounts or third parties and you must ensure that it is (and continues to be) accurate. If at any time you choose not to link to a Third Party Account or third party you will stop receiving information from

that Third Party Account or third party which may affect elements of the Service. RentWallet cannot be responsible for any inaccuracies caused by you no longer having access to data or by data not being up-to-date.

### **13. Disclaimer of Warranties**

*The information on the Service comes from third parties so we cannot make any promises about it, or that there will not be interruptions to other service providers' systems, which we do not control.*

- 13.1. You acknowledge and agree that your use of the Service and all the Content included in or accessible from the Service is provided on an “as is” and “as available” basis. To the fullest extent permissible by law, we and Third Party Service Providers disclaim all statutory or implied warranties, representations and conditions including but not limited those as to quality, merchantability, fitness for purpose and non-infringement.
- 13.2. We do not guarantee, warrant or represent that:
- (a) the Content is complete, accurate, up-to-date or error-free;
  - (b) the Service is virus-free or that its operation will be continuous, uninterrupted or error-free.
- 13.3. You acknowledge and agree that the Content:
- (a) cannot be relied upon by you or any third party as a guarantee of any particular result;
  - (b) does not constitute any form of advice, recommendation or endorsement by us;
  - (c) is not intended by us to be relied upon by anyone as the basis for making (or refraining from making) any specific decision; and
  - (d) is used at your own discretion.

### **14. Limitation of Liability**

*This section explains who is responsible or liable if various things go wrong, and the limits that apply in those cases.*

- 14.1. This Clause sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents and subcontractors) to you under or in connection with this Agreement; any use made by you of the Service or any part of it; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

- 14.2. Nothing in this Agreement limits or excludes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation or any other liability we cannot legally limit.
- 14.3. Each party shall only be liable for its own breach of contract, negligence or willful misconduct.
- 14.4. Our liability in case of an unauthorised Payment Transaction or a Payment Transaction that was incorrectly executed due to an error by us or Moneyhub is governed by the provisions of Clause 13 of the Moneyhub Terms of Use located at <https://content.moneyhub.co.uk/terms/api-terms-v1.pdf>.
- 14.5. You acknowledge and accept that:
- (a) the Service is subject to any constraints or limitations stipulated by any regulatory authority or applicable law and our continued authorisation by the competent regulatory authorities; and
  - (b) our ability to provide the Service depends on the continued provision of essential components provided by Third Party Service Providers including but not limited to providers of processing and other services, over which we have no control.
- 14.6. By facilitating the initiation of payment orders we shall not be deemed to have assumed any liability that you may have incurred in relation to the relevant Payment Transaction or the purpose for which it is made. We shall not be responsible for the safety, legality, quality or any other aspect of any transactions or goods and services for which you might be using the Service to disburse the proceeds of or otherwise pay or receive funds for.
- 14.7. Notwithstanding anything else contained in this Agreement (except Clause 14.2), neither party shall be liable to the other for any loss of profits, opportunity, business, reputation, data, goodwill or contracts or for any indirect or consequential loss or damage whether arising from negligence, breach of contract or any other cause of action arising out of the subject matter of this Agreement.
- 14.8. Save as provided for in Clause 14.2, our total liability in any period of 12 months for any damages and/or loss suffered by you under this Agreement shall not exceed a sum equal to the amounts paid in Fees by you in the 12 months (or any shorter time period if 12 months has not elapsed) preceding the date on which the cause of action arose.
- 14.9. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement. In particular, and except as expressly stated in this Agreement, we do not:
- (a) make any representations or warranties, express or implied, with respect to merchantability, fitness for a particular purpose or non-infringement;
  - (b) warrant, represent, undertake or guarantee that you will achieve any level of sales, revenue or profit;
  - (c) warrant, represent, undertake or guarantee that the Service will always be available or operate error-free, or that any errors, omissions or misplacements in any software will be corrected.

- 14.10. Neither party shall be liable for any failure or delay in performance of its obligations under this Agreement for causes beyond its reasonable control. The party wishing to claim relief by reason of any such circumstance shall notify the other party in writing without delay on the intervention and on the cessation thereof.
- 14.11. You are solely and exclusively responsible for any results obtained from your use of the Service, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any Content, or instructions or scripts provided to us by you or by any third party in connection with the Service.

## **15. Indemnification**

*This section says you are liable if others make claims against us because you have done something you should not have done or omitted to do.*

You agree to indemnify us against any and all claims, losses, liabilities, damages, expenses and costs (including legal fees and expenses) arising out of or in connection with your use of the Service or conduct in relation to it in breach of this Agreement, your User Content or infringement of third party rights, except to the extent that we have breached this Agreement or been negligent.

## **16. Term and Termination**

*This section explains who can put an end to the Agreement when and for what reasons; what happens then; and which terms continue to apply after the Agreement ends.*

- 16.1. You may terminate the Agreement by notifying us not later than 1 (one) month in advance.
- 16.2. We may terminate the Agreement by notifying you not later than 2 (two) months in advance.
- 16.3. Either party may terminate this Agreement immediately if the other party:
- (a) becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), admits its inability to pay its debts or otherwise becomes insolvent;
  - (b) has any distraint, execution, attachment, sequestration or similar action taken, levied or enforced against itself or any of its substantial assets, or if any garnishee order is issued or served on the party;
  - (c) becomes the subject of any petition presented, order made or resolution passed for the liquidation, administration, bankruptcy or dissolution of all or a substantial part of the party's business, except where solvent amalgamation or reconstruction is proposed on terms previously approved by the non-terminating party;

- (d) loses full and unrestricted control over all or part of its assets because of the appointment of an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer; or
- (e) enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors).

16.4. We may terminate this Agreement immediately on written notice to the Customer if:

- (a) we suspect you or a person related to you of money laundering or terrorist financing;
- (b) you have breached any of the provisions of Clause 3.12 (concerning the accuracy of data you provide to us); or
- (c) termination of the Agreement is demanded by a regulatory authority (e.g. the Financial Conduct Authority) or another governmental authority.

16.5. Termination of this Agreement shall not prejudice either of the parties' rights and remedies which have accrued as at termination.

16.6. Upon termination of the Agreement, you shall immediately pay to us all amounts owed by you under the Agreement and we shall immediately pay you all amounts owed to you under the Agreement. We shall be entitled to set-off amounts owed by us to you against amounts owed by you to us.

16.7. Clauses 1, 2, 3.19, 4.5, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16.5, 16.6, 18, 19, 20, 21 shall survive termination of this Agreement.

## **17. Variations to this Agreement**

*This section explains how and why we can make changes to the terms.*

17.1. Subject to Clauses 17.2 and 17.3, we may periodically make changes to this Agreement and shall notify you by posting a revised version of the Agreement on the Site and emailing you at your email address registered with us. The revised terms including the changes will take effect two (2) months following such notice. You will be deemed to have accepted the changes if you do not notify us before the proposed date that the changes take effect that the changes are not accepted and you continue using the Service. If you reject the changes, you can immediately terminate this Agreement in accordance with Clause 16.1 free of charge and with effect at any time until the date when the changes would have applied (subject to Clause 16.6).

17.2. We will only make changes:

- (a) where we consider that a change will make this Agreement clearer and no less favourable to you; or

- (b) to reflect new, or changes to existing, systems, technology, products, services or business processes; or
- (c) to help meet the cost of changes in our funding or working capital requirements; or
- (d) to implement changes required by applicable law, industry codes of practice or decisions of any court, arbitrator or the Financial Ombudsman Service.

17.3. You agree that, where applicable, changes in exchange rates may be applied immediately and without notice, provided that the change in the rates are based on the Reference Exchange Rate, except that changes in rates which are more favourable to you, may be applied without notice. Changes in exchange rate used by us in Payment Transactions shall be implemented and calculated in a neutral manner that does not discriminate against you.

## **18. Notices**

*This section explains how and where you can write to us; and where we can write to you – including where the terms require “notice” or communication in writing.*

- 18.1. Notices served under this Agreement shall be in writing and may be sent by email or by post. The preferred method of communication is email.
- 18.2. Notices shall be sent to:
- (a) In the case of RentWallet, in writing to:  
Rentwallet.net Limited  
Lygon House, 50 London Road,  
Bromley, Kent, BR1 3RA  
Email: [connected@rentwallet.net](mailto:connected@rentwallet.net)
  - (b) in your case, in writing to the address or email address provided to us on registration, as updated by you from time to time.
- 18.3. The parties shall notify each other of any change in their contact details for notices as set out in this Clause.
- 18.4. Notices sent by post will be deemed to have been received upon the expiration of three (3) Business Days after posting, if sent from within the UK. Emails will be deemed to have been received one hour after being sent or, if this falls after close of business, at 9.00 a.m. on the following working day provided that an undeliverable message has not been generated by then.

## 19. Complaints

*This section explains how to complain about us, Moneyhub or the Service. If the complaint is about the access to payment accounts or requesting payments and you are still not satisfied after going through the process, your complaint could go to the “Financial Ombudsman Service”, which is the official complaints handling service for payment issues.*

- 19.1. Any complaints about us, Moneyhub or the Service must be addressed to us in the first instance by contacting [connected@rentwallet.net](mailto:connected@rentwallet.net). We will make every possible effort to reply, addressing all points raised, within an adequate timeframe and at the latest within fifteen (15) Business Days of receipt of the complaint, in a durable medium. In exceptional situations, if the answer cannot be given within fifteen (15) Business Days for reasons beyond our control, we shall send a holding reply, clearly indicating the reasons for a delay and specifying the deadline by which you will receive the final reply, which shall not exceed thirty five (35) Business Days. For the purpose of this Clause “durable medium” means a form which enables you to store the information in a way that is accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.
- 19.2. If the complaint relates to the Payment Services, it may ultimately be referred to the Financial Ombudsman Service, details of which can be found at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) and who can be contacted at The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR, United Kingdom.

## 20. General Terms

*This section explains that the Agreements covers the whole relationship between you and us. Any term that the courts remove will not affect the rest of the Agreement. Just because you or we do not take any action, that we could have taken, does not mean we will not do so next time the same thing happens. We are not in business together and we are not your employer. Moneyhub can also rely on the terms, because it is involved in the supply of the Payment Services.*

- 20.1. These Terms comprise the entire agreement between you and us for the provision of the Service and supersede all prior or contemporaneous negotiations, discussions, representations or agreements, whether written or oral. No undertakings, promises, representations, or warranties shall have any legal effect unless expressly set out in this Agreement.
- 20.2. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the other provisions shall remain in force. The invalid or unenforceable provision



shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

- 20.3. Nothing in this Agreement shall give rise to any joint venture, partnership, or employment relationship between you and us. Where we act as your agent, we shall only do so to the limited extent specified on the contractual basis of this Agreement and not as your general agent or fiduciary.
- 20.4. Nothing in this Agreement is intended to confer a benefit on any person who is not a party, and no such person shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement, provided that this Clause does not affect a right or remedy of a third party which exists or is available apart from that Act.
- 20.5. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 21. Jurisdiction and applicable law

*This section explains that the laws of England and Wales apply to the Agreement, and disputes or claims about the Agreement can be heard in the country where you live (complaints about the services can be referred to the ombudsman under Clause 19).*

- 21.1. This Agreement shall be governed by and construed in accordance with the law of England and Wales.
- 21.2. The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, use of our Service although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country, and you have the right to ask for proceeding to be heard in the courts of Northern Ireland or Scotland if you live there.

Last updated: 1<sup>st</sup> of November 2021 (v1.0)

<Amendment history>