

Paymoo App Terms and Conditions

Here are all our terms and conditions, so you can fully understand just how Paymoo works and what rules apply when using it. Please read our Privacy Policy to learn in detail how we handle your data.

If you have any questions at all, don't hesitate to get in touch via team@paymoo.co.uk

Enjoy using Paymoo!

1. APP TERMS

1.1 By installing the App and using our services, you agree to be bound by:

1.11 these terms of use ("App Terms"); and

1.12 our Privacy Policy.

1.2 Please review them carefully before you accept them. If you do not agree to these Paymoo App Terms you are not permitted to use the Paymoo App.

1.3 These Paymoo App Terms will apply to the relationship between us and you in respect of the period from when you first download the Paymoo App, until you delete it and cease to be registered with us – see section 10 if you wish to find out more.

2. THE PAYMOO APP

2.1 The "Paymoo App" means the software application and services available through it called 'Paymoo' provided by Paymoo Ltd ("we", "us", "our" or "Paymoo") to offer payment initiation services.

2.2 The Paymoo App can be used on most Apple iOS and Android OS devices.

2.3 We may update the Paymoo App to add and improve its functions. Depending on the update, you may not be able to use the Paymoo App until you have downloaded the latest version and accepted any new or additional terms.

2.4 If you have any issues with the Paymoo App, please contact us at team@paymoo.co.uk and we will do our best to help you.

2.5 The Paymoo App is provided for convenience. You acknowledge that the Paymoo App (and the services provided through the Paymoo App) is dependent upon other people (third parties). We try to ensure that the Paymoo App services are available to you at all times, though we can't promise that it will always be available or work perfectly (for example, in the

case of maintenance, fraud, or a fault in the systems used to provide the Paymoo App). These events are sometimes outside of our control.

3. YOUR USER LOGIN, RECOVERY CODES, AND KEEPING THEM SECURE

3.1 You need to register on the Paymoo App to use some of the functionality within it. This will create an account in the Paymoo App (your "User Login"). This section contains information on how you can keep your User Login safe.

3.2 When you create a User Login, you can choose your own PIN code. As a security precaution, we won't be able to see your PIN code, but we will store it securely. You must keep your PIN code secret. If you lose your PIN code you will need to create a new User Login as we can't give you a new PIN. We'll never ask you to tell us your PIN or recovery code, so you shouldn't share it with anyone, even if you think that they work for Paymoo.

3.3 The Paymoo App also has the functionality to use your device's stored biometric data (such as fingerprint or facial recognition data) to grant access. Some devices have the ability to store multiple sets of biometric data, allowing family, friends or other users access to your device. We strongly advise that you do not register multiple peoples' biometric data on your device, but if you do, ensure that you do not share your device with a person who is not authorised to access your Account(s) (described in section 5) as this could result in an unauthorised person having access to your Account(s).

3.4 Unless it's caused by our failings, you are responsible for (and agree to hold us harmless from) unauthorised access or changes to, or transactions on, your Account(s) resulting from shared access to your device or other people having access to your Paymoo App's User Login, PIN code or recovery code.

3.5 If you find out or suspect that your Paymoo App's User Login, PIN code, or recovery code has been lost, stolen, or someone has used it without your permission, you must tell us as soon as possible. You can let us know by emailing team@paymoo.co.uk. If you do so, then we can deactivate your Paymoo App (including access to your Accounts through the Paymoo App), but remember that you may also need to inform your Providers (described in section 5) if the security of any Accounts may have been compromised.

Identification and Verification

3.6 You agree to cooperate with all requests made by us to identify you and verify your identity and we may make this conditional for granting you access, or continued access, to the Paymoo App or parts of its functionality. This verification may include asking you for information so we can identify you, including requiring you to take a photo of your identification documents and a selfie. We may verify your information against third party databases or through other sources.

3.7 You must ensure the information in your Paymoo App is always accurate and up to date. If at any time we believe that your information is outdated or inaccurate, we may require you

to update this information and we may require you to through the identification and verification process again.

The App Services

3.8 Paymoo offers the ability, on some Accounts, to allow you to send an instruction to your Provider to send money from your Account.

3.9 You may not be able to access all of your Accounts through the Paymoo App – details of those that can be accessed are shown within the 'Choose your bank' drop-down menu in the Paymoo App. If we do not support a particular Account or financial institution, you can contact us to ask if it can be added.

3.10 We may use third party suppliers to support us in providing the Paymoo App. We take reasonable care in selecting our suppliers so as to protect your security.

4. OUR TECHNOLOGY PARTNERS

4.1 We use a tool provided by TrueLayer Limited (www.truelayer.com) ("TrueLayer") to initiate payments from your payment account. In order to use our services, you will be asked to consent to the payment via TrueLayer and agree to TrueLayer's terms of service ("Terms of Service"). The Terms of Service set out the terms on which you agree to TrueLayer initiating payment from your payment account. TrueLayer is subject to UK and EU data protection laws and is required to treat your data in accordance with those laws, as well as the Terms of Service and TrueLayer's Privacy Policy. TrueLayer is authorised by the UK Financial Conduct Authority under the Payment Services Regulations 2017 to provide account information services and payment initiation services (Firm Reference Number: 793171).

5. INITIATING PAYMENTS

We will act on your behalf

5.1 When you initiate a payment through Paymoo by scanning a participating merchant QR code or clicking on a participating merchant link you explicitly consent and authorise us to relay the instruction for that payment to your Provider.

5.2 It is your responsibility to check all details are accurate when transferred to your Provider's App as Paymoo cannot validate or check these details.

5.3 Once submitted, we will relay your instruction to your relevant Provider almost immediately in most cases. Because of the speed of this process, you cannot change or cancel your instruction through the Paymoo App. If you wish to change or cancel your instruction then you will need to contact your Provider to see if they can help you.

5.4 When we relay each instruction, we act on your behalf (in legal words, we act as your "agent"), with your explicit consent, and not on behalf of any Provider. Your Provider is responsible to you for executing all payment instructions for its Accounts. We can't control your Provider's acceptance or execution time of each instruction, and we don't handle your money. We are responsible under the law for accurately relaying to your Providers instructions submitted to them through Paymoo.

5.5 We may not be able to initiate payments on all Accounts, and there may be value or transaction type limits on the payments that can be initiated. There may also be cases where we need to review or delay relaying an instruction for system or compliance reasons. We will usually inform you when this happens if we are permitted to do so by law.

5.6 We don't charge you for initiating any payment through Paymoo. Your Providers may charge you for some payments in line with your agreements with them – you remain responsible for these charges.

5.7 If you are initiating payments related to a purchase then the relationship for that purchase remains between you and the relevant supplier – Paymoo is in no way be responsible for that purchase or any terms set by that supplier.

5.8 If you think that a payment initiated through Paymoo may have been incorrect, unauthorised, or not properly executed (perhaps due to delay or other error), then you need to:

5.8.1 contact us (using team@paymoo.co.uk) so that we can investigate; and

5.8.2 contact your relevant Provider so that it can investigate and correct any error for you. If a refund needs to be applied to your Account then your Provider will manage this for you – the law says that we are not able to do this.

Please do this as soon as you become aware of this (and no later than 13 months after the debit date for the payment as you can lose your right to have it corrected by your Provider after that time).

Warnings and things for you to check

5.9 The Providers are wholly responsible for the Accounts you hold with them. This applies even when any instructions or information regarding those Accounts are viewed or transmitted via the Paymoo App, or a Partner is your Provider.

5.10 Your use of the Paymoo App is entirely voluntary. Many Providers of Accounts are required by law to allow us to access Account Information for use in the Paymoo App, or to relay payment instructions, once you have explicitly consented to us doing so. Some may, however, impose restrictions (such as under the terms that you have agreed with them). It is your responsibility to check if your Provider stops you from using the Paymoo App (for

example, by prohibiting you from downloading your Account Information using tools like the Paymoo App). We have no control over your right or ability to transact on your Accounts.

5.11 On an ongoing basis, including each time you use the Paymoo App, you confirm to us that:

5.11.1 you are legally authorised for each Account in respect of which you use the Paymoo App (whether or not you are the Account holder) and any joint Account holder has explicitly consented to your use of the Paymoo App. You may not use the Paymoo App in respect of any Account you are not authorised to use; and

5.11.2 you have the right to use the Paymoo App in respect of each relevant Provider's sites (where relevant).

5.12 We do not check payment instructions for accuracy, legality or otherwise. We are not responsible for the way that your Accounts operate (including the execution of payment instructions), or products and services offered by others.

5.13 By uploading or submitting any information, content or materials to the Paymoo App, you allow us (and our suppliers) a worldwide right to use it to provide the Paymoo App to you. More information about how we use your information, and how it is held securely, is in our Privacy Policy.

6. COMPATIBLE DEVICES

6.1 In order to use the App, you are required to have a compatible device and supported software on this. In order to deliver you our services and keep them safe and up-to-date, we might ask you to update your device or may decide to no longer support certain devices or certain software.

7. PROPRIETARY RIGHTS AND LICENCE

7.1 All trademarks, copyright, database rights and other intellectual property rights of any nature in the Paymoo App (including its appearance and branding), together with the underlying software code, are owned by Paymoo Ltd or its licensors. We may also use open source software code in the Paymoo App.

7.2 Paymoo Ltd grants you a revocable right to use the Paymoo App for your personal (non-commercial) use in accordance with these Paymoo App Terms.

7.3 You will not, nor allow third parties on your behalf, to (i) make and distribute copies of the Paymoo App; (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Paymoo App; (iii) create derivative works of the Paymoo App; (iv) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Paymoo App; (v) make alterations to, or modifications of, the Paymoo App, or permit the Paymoo App to be combined with, or become incorporated in, any other programs.

7.4 You will comply with all technology control or export laws and regulations that apply to the technology used or supported by the Paymoo App.

8. ACCEPTABLE USE RESTRICTIONS

8.1 You must not:

8.1.1 use the Paymoo App in any unlawful way or in breach of these Paymoo App Terms, or act fraudulently or maliciously (for example, by accessing other people's Accounts through the Paymoo App);

8.1.2 allow any other person to use the Paymoo App installed on your device;

8.1.3 infringe intellectual property rights in relation to the Paymoo App, or your use of it;

8.1.4 use the Paymoo App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other persons (for example, we expect fair levels of use and would not expect you to make a large number of manual requests for Account Information to be updated); and

8.1.5 attempt to alter or decipher any transmissions to or from the servers running any service (for example, by trying to break the encryption protecting those transmissions).

9. DATA PROTECTION

9.1 Any personal information you supply to us (and which we collect from you or other sources) will be used by us in accordance with our Privacy Policy.

9.2 By using the Paymoo App, you explicitly consent to us collecting and using technical information about your usage and device to improve our products and to provide any services to you.

10. SUSPENDING AND STOPPING YOUR USE

By Us

10.1 We may suspend or end your use of the Paymoo App (or part of it, such as payment initiation or connections to products and services from our Partners) at any time. We will usually inform you when this is happening but we can't always do so. We might take this action:

10.1.1 if you breach these Paymoo App Terms, for the reasons outlined below in this section;

10.1.2 in the event we are unable to identify you or authenticate your identity or validate your funding sources; and

10.1.3 in other circumstances where we believe that there is a valid reason (such as for risk or fraud management, or at your request if you suspect fraud as described in section 3).

10.2 We have no obligation to resume provision of the Paymoo App or services to you, or to re-activate your User Login, if suspended or closed. If we permanently end your use of the Paymoo App then: (a) the rights granted to you in these Paymoo App Terms end, and (b) you must stop use of the Paymoo App and remove it from your devices.

10.3 If you are inactive then your User Login could automatically be suspended and you will be required to create a new User Login.

10.4 If we suspect that the Paymoo App's security has been breached, or we suspect unauthorised or fraudulent use of the Paymoo App, then we may suspend its use. If we do this, then we will (if the law permits) try to contact you (normally by email) to let you know.

10.5 We may also need to limit, block or stop your usage if we are required to do so by law.

10.6 You agree to provide us with information that we may request in order for us to carry out necessary checks.

10.7 In some cases, to enable us to lift a limit, suspension or other stop on your use of the Paymoo App, we may need you to provide us with further information.

By You

10.8 You may stop your use of the Paymoo App at any time by removing the Paymoo App from your device. Doing so will not automatically delete your user information that we hold. You can delete your user information by contacting us at team@paymoo.co.uk and we can delete it for you. When your Paymoo App or user information is deleted, we will continue to hold certain information about you and your use for as long as it is required to enable us to comply with legal requirements, and for operational reasons such as issue resolution, complaint handling and "Know Your Customer" regulation. See our Privacy Policy for further details on the retention period(s).

11. LIMITATION OF LIABILITY

11.1 The Paymoo App has not been developed to meet your individual circumstances. It is your responsibility to ensure that the Paymoo App meets your needs.

11.2 We only supply the Paymoo App for domestic/personal use. You may not use the Paymoo App for commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of revenue, loss of business, business interruption, or loss of business

opportunity. We also have no liability to you for any damage or alteration to your equipment including your devices as a result of the installation or use of the Paymoo App.

11.3 All information, content and material displayed on the Paymoo App is provided for information only. It is not financial or professional advice. You should not rely on information, content or materials on the Paymoo App as the sole basis for making a financial decision. You should use your own judgment, and seek professional advice if appropriate. Accordingly, you agree that we are not responsible or liable to you for:

11.3.1 any action (or inaction) resulting from use of or reliance on information, content and materials displayed in the Paymoo App (or any loss or damage you suffer as a result);

11.3.2 third party sites or services linked to or accessed from the Paymoo App (or your use of, or reliance on, those sites or services); or

11.3.3 any dealings you have with third parties (including your Providers and other services providers) through the Paymoo App.

Our responsibility

11.4 We shall have no liability to you under or in connection with these Paymoo App Terms or your use of the Paymoo App (whether in contract, tort (including negligence) or any other cause) except as set out in sections 11.5 and 11.6 below.

11.5 Paymoo is provided to you completely free of charge and we need to make sure that we can continue to grow it. As such, and subject to section 11.6, if we are liable to you in relation to Paymoo and:

11.5.1 it relates to us not having met our obligations under the applicable law to protect your information or keep it secure, or it relates to any obligation under the applicable law that we cannot exclude (or limit, to the extent that it cannot be limited), then we accept that liability in full as required by the law; or

11.5.2 it relates to any other cause (regardless of the form of the action or timing) then we will only be liable to you for loss or damage that you personally suffer that is a foreseeable result of all such causes up to a maximum of £50 in total.

11.6 We are not responsible or liable if the relevant cause arises from your breach or action (such as your fraud or us following your instructions), events outside of our control, or the need to comply with our legal obligations. Other sections of these Paymoo App Terms explain further things that we are not responsible or liable for. Nothing excludes or limits our liability for: death or personal injury caused by our negligence; our fraud or fraudulent misrepresentation; or, if we deliberately breach these Paymoo App Terms in a major way that is designed to harm you. Your statutory rights are not affected.

Your responsibility

11.7 You agree to reimburse us for any losses we incur as a result of your breach of, or failure to comply with, these Paymoo App Terms or if we suffer any losses as a result of your use of the Paymoo App.

12. DISCLAIMER

12.1 To the maximum extent permitted by law, we disclaim all implied warranties with regard to the Paymoo App. We do not promise that the information, content or materials displayed on the Paymoo App are accurate, sufficient or error-free. We do not promise that the information on our system is, when accessed by you, up-to-date or complete. The Paymoo App and software are provided "as is" and "as available" without warranty of any kind.

Disable Android Overlay Functionality

12.2 Android devices allow apps to draw or run over other apps, or otherwise interact with other apps ("Overlay Functionality"). This functionality could be abused by third parties to capture the content of the Paymoo App and therefore poses a security threat. We strongly advise you not to allow other apps to use Overlay Functionality in order to prevent possible misuse of information such as personal information, access credentials or banking information. If you do permit other apps to use the Overlay Functionality then (unless it's caused by our failings) you are responsible for (and agree to hold us harmless from) any unauthorised access or changes to, or transactions on, your Account(s) resulting from the use of the Overlay Functionality.

13. PROBLEMS, QUESTIONS & COMPLAINTS

13.1 Paymoo appreciates it greatly if you notify us of a question or problem, because this gives us the opportunity to seek a suitable solution. It also gives us the opportunity to improve its service to you and other customers. Paymoo also has an internal complaints procedure. We aim to handle all problems, questions and complaints efficiently and quickly. If you have questions, problems or complaints, regarding the Paymoo App then please submit them to team@paymoo.co.uk and include the following information: your name, telephone number; and, a description of your concern.

14. CHANGES TO THESE APP TERMS

14.1 We may change the Paymoo App Terms at any time and will inform you of a change either (i) through the Paymoo App, when you next start the Paymoo App, or (ii) by e-mail. The new terms may be displayed on-screen and you may be asked to read and accept them to continue your use of the Paymoo App. If these changes materially impact you or materially changes your Paymoo experience, we will strive to inform you through our regular channels prior to asking you for confirmation of the new Paymoo App Terms.

14.2 We will always act fairly and reasonably when we make these changes. The most common reasons that they will happen are if:

14.2.1 we're changing the way that an existing part of the Paymoo App operates, introducing new functionality, or withdrawing functionality;

14.2.2 we consider that we should take account of developments (or changes we reasonably expect to happen) in technology, security or industry standards and norms;

14.2.3 there are changes in the way that we operate (which could, for example, lead to some aspects of the Paymoo App becoming subject to a charge) or we think that we should explain something more clearly; or

14.2.4 there is a change in law (including industry codes) that we follow, or in response to decisions of a regulator or court.

14.3 If you don't want to accept a change, you can close your Paymoo App account. You can also end this agreement by closing your Paymoo App account at any time after we make the change but the change will apply to you until you do so.

15. KEEPING IN TOUCH

15.1 We will normally contact you using the email address which you use to create your User Login, using notifications within the Paymoo App, or using push notifications through your device. We will do this to keep you informed of matters relevant to the Paymoo App, where we need to in order to comply with our legal obligations - further details are shown in our Privacy Policy. In some circumstances, it may also be appropriate for us to contact you through other means (such as telephone) where you have provided your number to us and it's helpful to talk things through. When we communicate with you (including by telephone) it is common for us to monitor and keep a record of that communication for quality and training purposes.

15.2 Please remember to tell us if your details change. If we discover or suspect fraud or a security threat, we will need to contact you. Equally, for security reasons, we may block use of the Paymoo App if we are unable to contact you or don't receive a response when we try to do so.

15.3 You have the right to receive a copy of these Paymoo App Terms – we will send this to you by email if you request it.

The easiest way to contact us is by emailing team@paymoo.co.uk.

16. ABOUT US

16.1 Paymoo is the trading name of Paymoo Ltd, a limited company registered in England & Wales under company number 12421357, whose registered office is 78 York Street, London, England, W1H 1DP.

17. OTHER IMPORTANT TERMS

17.1 We may transfer our rights and obligations under these Paymoo App Terms to another organisation, but this will not reduce your rights or those obligations. You may not transfer your rights or obligations to another person.

17.2 If we fail to insist that you perform any of your obligations, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. Any waiver would need to be given by us in writing.

17.3 Each of the conditions of these Paymoo App Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

17.4 Please note that these Paymoo App Terms, their subject matter and formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

17.5 These Paymoo App Terms and our Privacy Policy are drawn up in the English language. All written communications between you and us relating to these Paymoo App Terms and our Privacy Policy are to be in English.

Version 1 - Published 12th July 2020, effective 12th July 2020