

DiPocket General Terms and Conditions - UK

Date of issue: 08/05/2018

This agreement (the “**Agreement**”) sets out the terms and conditions applicable to DiPocket customers (“**DiPocket General Terms and Conditions**”), and it is effective upon your acceptance of it. By accepting DiPocket General Terms and Conditions you agree to conclude the Agreement for an indefinite period of time, and to be bound by any amendments to DiPocket General Terms and Conditions and other terms and conditions provided to you and incorporated into DiPocket General Terms and Conditions by reference (and therefore constituting an integral part of DiPocket General Terms and Conditions), i.e. the Card Terms and Conditions, and DiPocket at a Glance (“**DiPocket at a Glance**”), which includes a summary of DiPocket General Terms and Conditions and of the Card Terms and Conditions and also comprises the Tariff Table (the “**Tariff Table**”) and the Limits Table (the “**Limits Table**”).

You may request a copy of DiPocket General Terms and Conditions at any time by visiting dipocket.org/legal or via DiPocket mobile application.

DiPocket Limited (“**DiPocket**”) is a Financial Institution authorized and regulated by the Financial Conduct Authority, which is located at: 25 The North Colonnade, London E14 5HS, United Kingdom. It operates on the basis of the E-Money License (Firm Reference Number 900439) issued in the United Kingdom and passported across the European Union pursuant to the Electronic Money Directive 2009/110/EC. DiPocket’s registered address is: 532 Metal Box Factory, 30 Great Guildford Street, London, SE1 0HS, United Kingdom.

As an E-Money Institution DiPocket can receive and hold customer funds and process payments upon a customer’s request. DiPocket holds customer funds in segregated accounts held with highly rated European banks, meaning customer funds are segregated from DiPocket’s own funds. Funds entrusted by clients to DiPocket are not covered by the Financial Services Compensation Scheme (FSCS).

DiPocket is a Principal Member of Mastercard Inc.

The Agreement is governed by English law (and the same law will apply to establishing our relationship). Any legal terms implied by law will also apply to the Agreement.

Any dispute arising out of the Agreement between you and DiPocket, which we are unable to prevent by adhering to the complaint procedure, shall be settled by a competent common Court.

The language we use for all our communications is English.

DiPocket mobile application (“The App”)

The App is the mobile application that enables customers to use the full range of DiPocket services. Certain information about your DiPocket account and transactions and certain DiPocket functionality may also be accessible via the DiPocket customer website, but without The App you will not be able to register for, nor use all DiPocket services.

Before using The App you must download it to your mobile phone. The App is currently available on compatible smartphones running Android 4.1 or higher or iOS 8.0 or higher. We may change the version of the operating systems The App works with at any time. Some features may not be available on all platforms or operating systems. It is your responsibility to:

- ensure you comply with any local restrictions on downloading, using or otherwise exporting The App,
- not download The App from anywhere other than the official store of your OS provider or install or use it on a jail-broken or rooted device,
- not use The App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Agreement, or act fraudulently or maliciously for example by hacking into or inserting malicious code into The App or Android, iOS or other operating systems,
- not upload, store or share inappropriate or illegal images or content that breaches the rights of others,
- not attempt to derive income from the use or provision of The App,
- not attempt to reverse engineer the The App code,
- not use The App in a way that could damage, disable, overburden, impair or compromise DiPocket, and
- not collect or harvest any information or data from The App or our systems or attempt to decipher any transmissions to or from the servers running The App.

If you use functionality in The App which accesses information on your device (for example to upload content), you consent to The App accessing your device and information in the manner described in DiPocket General Terms and Conditions.

Please be aware that The App will only access your personal data when and to the extent it is crucial to use functionality in The App. To use The App you may incur charges from your mobile or data service provider depending on your tariff.

The App may utilise or include third party software and copyrighted material or may be subject to third party or other open source licenses.

If you log into your DiPocket account using a mobile device, push notifications related to your account will continue to be directed to that mobile device until you log into your DiPocket account from another device.

Personal information

We carefully safeguard the information we hold about you, including your personal data (the “**Personal Information**”) and, in particular, we are responsible for the security of sensitive cardholder data we process and transmit on your behalf, such as PAN, expiration date, and CVV. DiPocket UK is the data controller of your Personal Information that you provide to us. If you wish to contact your data controller in all matters related to the processing of your Personal Information, please contact our Data Protection Officer at DPO@dipocket.org.

Your Personal Information will be processed for the purposes described in this Agreement (including to provide you with the services offered by DiPocket) and for the purposes determined by law (including tax and accounting purposes). You have right of access to your Personal Information and you can correct (rectify) that Personal Information at any time.

We mainly process the Personal Information which you provided to us during the registration process. The provision of this Personal Information is both a statutory requirement and necessary for us to enter into the Agreement. Providing your Personal Information to DiPocket is voluntary. If you do not provide us with the necessary information and documents, we will not be allowed to perform the services specified in the Agreement.

You have a right to ask us or anyone who processes your Personal Information on our behalf to restrict processing or to erase your Personal Information, and we will consider your request in the light of our legitimate interests. Where a request to erase Personal Information is received on behalf of a minor, we will take extra care to consider the impact on them of any decision we make.

You also have a right to object to the processing of your Personal Information, provided it is processed based on public interest or our legitimate interests. Furthermore, you may also ask us to provide your Personal Information in machine-readable form back to you, for onward sharing with another data controller or to provide this data to a third party for their use, at your direction.

Where you have given us your explicit consent for the processing of Personal Information, you also have the right to withdraw this consent at any time. However, such withdrawal will not affect the lawfulness of the processing carried out before the withdrawal was submitted.

If you feel your rights and freedoms in relation to processing your Personal Information have been infringed in any way, please let us know so that we can attempt to resolve the issue. The Personal Information also comes from your usage of the App, including information about payments you make or receive, and from your other interactions with us, for example through social media, and, if it is compliant with the applicable law, from third parties such as shared account holders, credit reference agencies (who may check the Personal Information against other databases – public or private – to which they have access) or fraud prevention agencies.

Subject to your consent, we may also monitor or record telephone calls between you and us or capture images or video recordings during our interactions. We will use these recordings for risk management and fraud prevention purposes, to check your instructions to us, and for training and quality purposes.

If you give us Personal Information about other people which we use to provide services, then you confirm that (i) you know they agree to our holding and use of that data or that you are otherwise allowed to give us this Information and consent on their behalf to our holding and use of it, as well as (ii) you provided such other people with all the Information regarding the processing of personal data as required under the applicable law.

Use of Cookies and other information collection

The App does not use cookies or similar technologies. DiPocket customer website uses cookies (the “**Cookies**”), and you will be asked to familiarize yourself with DiPocket Cookies Policy and to accept it when you visit the site.

Certain functionality (such as making transfers to people on your contact list) will need to access information on your device. Other functionality will need to operate components of your device (such as the camera to take a selfie or scan your documents). By using such functionality, you consent to The App accessing your device and information. We will inform you

before The App accesses your device or information. As such functionality is part of our service and is required for The App to work, we do not provide an option to restrict it and, should you decide to do so through the privacy settings on your mobile device, The App functionality will be severely affected and you may not be able to perform certain transactions or to use The App altogether.

Use of location data

Certain services will make use of location data sent from your mobile device, including but not limited to transaction detail reporting (which allows you to see where you were when you made a particular transaction) and fraud prevention services. If you accept to use these services when installing The App or at any point in time by changing the relevant settings in your mobile device, you consent to us and our partners' and licensees' transmission, collection, maintenance, processing, queries and use of your location data to provide and improve location-based services. You may withdraw this consent at any time by turning off the location services settings on your mobile device. Should you choose to disable location services, certain functionality of The App may be limited or disabled.

How we use the Information

We use the Information for security, identity verification, to communicate with you and to comply with the law.

Specifically, we and other DiPocket Group companies may use the Information to:

- carry out regulatory checks and meet our obligations to our regulators,
- prevent and detect fraud, money laundering and other crime (such as identity theft),
- check if you are in the country and location where your payments are being made in instances where we deem it important to prevent fraud on your account. We do this by using your mobile phone location services,
- manage your account with us or with other DiPocket Group companies,
- tell you about products and services (including those of others) which may be of interest to you,
- develop and improve our services through assessment and analysis of the Information including credit and/or behavioural scoring, market and product analysis, and market research.

We will never pass the Information to a third party for them to use in their own direct marketing without your consent.

Who we can share the Information with

We will keep the Information confidential but we may share it with other entities (who are also bound to keep it secure and confidential) if we have a duty to disclose it, if it is required for the provision of our services to you, or for legitimate business purposes provided your rights or freedoms are not infringed. Where we rely upon 'legitimate purposes' as a justification for our processing of the Personal Information, we will carry out an assessment, called a 'Legitimate Interests Assessment' and keep a record of it.

If this is compliant with the applicable law, we may share the Information with:

- other DiPocket Group companies,
- our partners with whom we may provide a joint offer, or whose offer may complement ours, subject to your explicit consent
- our service providers and agents (including their sub-contractors),
- payment-processing service providers and others that help us process your payments and/or provide our services to you. By using The App you agree that we may process the Information abroad, within or outside the European Union, provided we comply with the applicable laws and regulations and under the supervision of the FCA,
- anyone to whom we transfer or may transfer our rights and duties in the Agreement,
- UK and overseas regulators and authorities in connection with their duties (such as crime prevention) – for example, because of the way certain payments work means the regulator or authority may be able to access payment details (including information about others involved in the payment). In instructing us to make payments you agree to this for yourself and others involved in your payments,
- fraud prevention agencies. In particular, we will always tell fraud prevention agencies if you give us false or fraudulent information. They will also allow other organisations (in the UK, Poland or other countries), including law enforcement agencies, to access this information to prevent and detect fraud, money laundering or other crimes. You can write to us at MLRO@dipocket.org for the details of the fraud prevention agencies with which we share the Information,
- credit reference agencies. Credit reference agencies may use the Information to undertake statistical analysis, testing and development to enhance their existing and future products and services. Credit reference agencies will keep a record of our enquiries, which may also be used by other organisations to make decisions about you. In order not to affect your ability to obtain credit, we will only make unrecorded enquiries, unless you confirm to us explicitly that you would like to apply for a credit through or from us. An unrecorded enquiry is a search that was not made for lending purposes. It cannot affect your credit rating or score when you apply for credit. It is not seen by lenders other

- than the one that carried out the search. It is included on your credit report so you know the search was made but does not affect your credit rating, or score, when you apply for credit,
- any third party after a restructure, sale or acquisition of any DiPocket Group company, provided that person uses the Information for the same purposes as it was originally given to us and/or used by us.

Transfer of Personal Information

We may process the Personal Information abroad, within or outside the European Union, provided we comply with the applicable laws and regulations and under the supervision of the FCA. Where we are sharing the Personal Information with organisations in another country (including outside of the EEA), we will ensure they agree to apply equivalent levels of protection as we do (for this purpose, we will take the necessary legal steps to ensure that such transfer is compliant with the law). If this is not possible – for example because we are required by law to disclose the Personal Information – we will ensure the sharing of the Personal Information is lawful.

If we have reasons to think that you are required to report your income or are subject to tax in another country, we may have to share information about your account with the relevant tax authorities, either directly or via the local tax authority who may share that information with the appropriate tax authorities abroad. If we need to request extra documents or information from you about this, you must supply these. If you don't, you agree that we may close your account or, if the law or other regulations requires us to do so, you agree that we may withhold parts of certain payments received into your account, and pass withheld funds to the relevant tax authorities.

Requirement to update your personal data

To comply with the law and for your own security, it is essential that you keep us informed of changes to your contact, personal details or any other important changes that are relevant to us (for example residential address, mobile phone number, email address).

If you don't keep these up to date, your eligibility for your account, the products and services we can offer you, or how they work, might be affected.

Once we've sent a message to you using the most recent contact information you supplied to us, we will assume that you have received it (even if that is no longer your current contact information). You have a responsibility to look out for things like emails, in-app notifications or texts from us.

Contacting you

We will send you messages by in-app notifications, text, email and other digital methods. These messages may be:

- nonintrusive information to help you manage your account,
- messages we are required to send to comply with our regulatory obligations, such as changes to the Agreement, or,
- marketing information about products and services (including those of others) that may be of interest to you. You can ask us to stop or start sending you marketing messages at any time by changing the The App settings.

Activating and using The App

To be eligible for a DiPocket account, you must be at least 13 and have your residential address in the EU. If your age is below 18, your account must be supervised by another registered DiPocket customer aged 18 or above. If your age is below 18, your DiPocket account will not be active until a supervisor (the "**Supervisor**") has agreed to act as the Supervisor of your account and has agreed to the terms of acting as a Supervisor. Your Supervisor must be a parent, guardian or close relative being your statutory representative. As part of the supervisor confirmation process the Supervisor will be required to confirm his/her connection to you. DiPocket may request evidence to confirm this connection.

DiPocket has two levels of customer registration:

- Full Registration – provided DiPocket receives suitable and verifiable evidence of your identity you will be able to access the full functionality of DiPocket,
- Basic Registration – when DiPocket receives suitable evidence of your identity but is unable to verify it, limited functionality will be activated allowing you to make payments to other DiPocket customers and to use the Cards up to an annual limit determined from time to time in accordance with regulatory requirements – the current limit being the currency equivalent of EUR 2,500 per Customer (not per Sub-account). You can upgrade from Basic Registration to Full Registration at any time by providing additional information as DiPocket may require.

By law, we must check your identity prior to providing you with an account (regardless of the functionality it provides). Based on the information you provide to us during the registration process, we will search your record at credit reference and fraud prevention agencies. These searches are to check your identity. We do not carry out full credit reference checks or credit scoring for this purpose.

During the registration process, in addition to checking your registration details we will also require you to take one or more pictures and/or a short video of your face using your smart phone camera. We will use a combination of human and automated decision-making systems to assess your application and verify your identity.

If we are unable to confirm your identity and/or any relevant registration information based on the information provided, DiPocket is entitled to ask for any further evidence of your identity, including but not limited to scans of identification documents and proof of address, and to ask you to hold a short live phone interaction with our operators and/or carry out such further checks as it deems necessary to establish your identity. If DiPocket is unable to do this it may refuse to provide you with an account and/or inform the appropriate authorities without your knowledge or consent.

If you give us false or inaccurate information and/or we identify fraud, we will record this with fraud prevention agencies. Law enforcement agencies may access and use this information. The fraud prevention agencies will share records with other organisations. We and other organisations may access and use the information recorded by fraud prevention agencies across borders. We may also suspend your account, terminate the Agreement and/or refuse to provide you with an account.

Sub-accounts and Cards

Upon successful completion of your registration with DiPocket, an account will be automatically open for you (the “**Main Sub-account**”) in your base currency, determined as the currency of your country of legal residence – if the country is a member of the European Union and we offer accounts in the local currency – or in GBP, in all other cases. You may manually select your base currency amongst available options during the registration process. Once your registration is completed, your base currency can no longer be changed.

You may elect to hold several sub-accounts with DiPocket (the “**Sub-accounts**”) in several currencies. The list of available currencies is available in the Tariff Table. The available currencies are dependent upon your country of residence and several other factors. The list is subject to change and DiPocket will inform you two months in advance if it is required to remove a currency from the list applicable to you and in which you hold a Sub-account.

Should you hold funds in a currency that will be removed from the list applicable to you, prior to the removal of the currency you will be required to convert it into a currency which remains available and/or redeem the funds. This conversion will use the exchange rates applicable at the time of the conversion. DiPocket will waive any additional fees applicable to the conversion if it is as a result of a currency having to be removed.

For each Sub-account in select currencies (the list of which is available in the Tariff Table), you may elect to request a CARD NAME Prepaid Debit Mastercard card (the “**Card**”) – either virtual (i.e. the Card details are available only electronically and the Card cannot be used in physical acceptance networks such as merchant POS or ATMs) or physical. For each Sub-account you may hold both a virtual and a physical Card. You are required to accept the terms and conditions applicable to each type of Card prior to activating it (the “**Card Terms and Conditions**”).

Supervised accounts

If you are under 18 years old your DiPocket account must be supervised by a Supervisor. After registering with DiPocket, you will be able to invite a fully registered DiPocket Customer aged 18 or above to be your Supervisor¹.

The Supervisor must explicitly confirm their acceptance of the Supervisor role and agree to monitor the account to ensure that the supervised user (the “**Supervised User**”) is complying with its obligations under the Agreement. The Supervisor must agree to the terms and conditions applicable to supervision and must guarantee the Supervised User’s obligations under the Agreement as part of the role confirmation process. By accepting the terms and conditions applicable to supervision, the Supervisor expressly confirms and agrees to be liable for the actions of the Supervised User to the extent permitted by law, and agrees that DiPocket may rely on the direct liability of the Supervisor for the use of the DiPocket account and Cards by the Supervised User even if the use was in contravention of the Supervisor’s instructions. If the Supervised User orders a Card, the Card will be deemed to have been ordered on request of the Supervisor. In addition, the Supervisor expressly confirms its consent for DiPocket to collect, process and store the Supervised User’s Information. If the Supervisor does not accept such terms and/or guarantee they will not be confirmed as a Supervisor and the Supervised

¹ DiPocket reserves the right to verify your relationship with the selected Supervisor, who must be a parent, guardian or close relative being your statutory representative.

User's account will not be activated. There can only be one Supervisor per Customer aged under 18 at any point in time, but a Supervisor can supervise several Supervised Users.

We may accept as Supervisors users who are not EEA residents, however in such cases, due to regulatory restrictions, they may only use the Cards when travelling in the EEA and cannot make bank transfers from DiPocket account (however they can receive bank transfers to DiPocket account). All Supervised Users must be EEA residents.

Upon confirmation of the Supervisor role, the Supervised User will be able to use the full functionality of DiPocket under the Supervisor's responsibility, except that all the Supervised User's Sub-accounts (the "**Supervised Accounts**") will be and remain shared with the Supervisor and cannot be shared with anyone else.

A Supervisor can, at any time, withdraw all funds available on the Supervised Accounts and terminate supervision, with the result that the Supervised User will no longer be able to use his/her DiPocket account and Cards.

When a Supervised User reaches the age of 18, he/she will be requested to accept once more DiPocket General Terms and Conditions and his/her Supervised Accounts will automatically become Shared Sub-accounts, the functionality of which is described below, except for the Main Sub-account, which will no longer be accessible to the former Supervisor.

DiPocket takes no responsibility for the use or misuse of DiPocket accounts by Supervised Users and it is the responsibility of the Supervisor to monitor and prevent inappropriate or illegal use.

Shared Sub-accounts

You can share your DiPocket Sub-accounts (except for your Main Sub-account) with one or more other DiPocket customers by sending an invitation through The App. In such case:

- the invitation applies to the specific Sub-account for which it is sent, not to all your DiPocket Sub-accounts,
- if you invite another DiPocket customer or are invited by one to share a Sub-account, you agree that all funds and other functionality related to that Sub-account can be used independently by you and any other individual who is sharing that Sub-account (i.e. we can accept instructions from any individual customer who shares that Sub-account),
- any customer sharing a Sub-account – except for the original owner of the Sub-account – can at any time terminate their connection with that Sub-account,
- the original owner of the Sub-account can unilaterally, at any time, terminate the connection of other customers with that Sub-account,
- if a customer sharing a Sub-account – except for the original owner of the Sub-account – becomes bankrupt, or undergoes any other analogous process, their connection with that Sub-account will be terminated,
- if the original owner of the Sub-account becomes bankrupt, or undergoes any other analogous process, all other customers' connection with that Sub-account will be terminated,
- by using the Shared Sub-account functionality you confirm your understanding of its functionality and hold DiPocket harmless from any dispute you may have with other customers sharing the Sub-account.

DiPocket Pals

When you make a payment to or request or receive and accept a payment from another DiPocket customer, or participate to a Crowd Payment (see definition hereinafter), you are tagged as pal (the "**Pal**") respectively of the beneficiary, sender or Crowd Payment organizer in DiPocket records.

The sole purpose of the Pal tag is to facilitate future payments between Pals: whilst normally, to protect customers' privacy, payments between DiPocket's customers require the recipient's confirmation (and are returned to the sender if the confirmation is not secured within 7 days), payments between Pals are credited immediately.

Transferring money to DiPocket account

Anyone can transfer money to your DiPocket account by payment of the equivalent amount via bank transfer, using the banking details you will find in The App (Request Money/Bank transfers) after completing the registration process. You can also use a payment card issued to you by another bank to top-up your DiPocket account. In addition, other DiPocket customers can transfer money to your DiPocket account using The App. We may add or modify the ways you can transfer money into your DiPocket account at our discretion, without notice when such changes do not limit the options currently available to you.

Funds will be credited to your DiPocket account in the amount equal to the amount transferred, as specified below in "**Payments into your account**". We will inform you immediately via in-app notification when funds are transferred to your DiPocket account and if your instructions or acceptance are required before crediting them.

Redemption of funds

You may always ask us to transfer back all or any part of the sums belonging to you and held on your DiPocket account (the “Funds”). The Funds will be transferred back to the bank account indicated by you on the same working day in accordance with the payments procedures outlined below. There is no cost to you for transferring the Funds back, and we will apply only standard money transfer fees and currency conversion fees (if applicable), as indicated in the Tariff Table. The aforementioned rule on transferring back the Funds applies to the redemption of electronic money issued to you by DiPocket.

Making and receiving payments

To keep your money safe, and to avoid mistakes, we will only execute payment instructions if we think they are correct, complete and come from you:

- correct: unless an instruction is obviously wrong, we will assume you’ve given us the right information. In particular, we will assume the recipient account number or phone number you have given is correct,
- complete: DiPocket will not attempt to process incomplete instructions,
- come from you: we will think an instruction has come from you if it was made via The App under your credentials or if your Card, PIN and/or password were used.

Subject to availability of data connection, you will always be able to check your available balance and transaction history using The App. You must check the information we give you and must tell us as soon as you can if something is wrong or a payment has gone wrong. We will not consider claims raised thirteen months after the date of the relevant debit or, where applicable, the date of the relevant transaction.

Execution of payments out of your account

We will follow your instructions to make a payment from your account whenever we can under the applicable law, provided:

- you have the money in your account to cover the payment at the moment of initiating the payment,
- you fill in all required fields in The App. These fields are dependent on the specific type of payment you are trying to make and are clearly visible on the relevant screens, and
- the payment is above the minimum and below the maximum amount, as specified in the Limits Table.

Fulfilment of these three conditions constitutes an instruction (the “Instruction”).

Failure to fulfil any of the conditions in full in respect of a payment transaction will result in the Instruction being deemed incomplete and DiPocket will not be required to comply with it.

If you do not have enough money to cover the payment, then we won’t be able to carry out the Instruction (unless the payment is one we’ve guaranteed to make). If you have enough money to cover the payment but not the applicable payment fee, we may – at our sole discretion – carry out the Instruction.

For payments through the interbank payments systems, we will forward your Instruction to the relevant partner bank as soon as practical – i.e. online when possible and not later than 14:00 CET if the Instruction is received during a working day by 12:00 CET, or 10:30 CET of the next working day if the Instruction is received during a working day after 12:00 CET, or during a weekend or a bank holiday in the country of the relevant partner bank. Our selected partner bank will then process it as it is customary for the particular type of payment (normally 1 day for domestic payments², 1 day for SEPA payments and up to 4 days for SWIFT payments). If currency conversion is involved, we always seek the fastest execution terms but, depending on the currency, this may be as long as two working days and additional time may be needed to transfer funds to and from our FX provider.

For payments between DiPocket customers, we will transfer the money immediately, with the following caveats:

- if a currency conversion is involved, it may delay receipt of the payment by up to two working days,
- if the recipient is not a Pal of yours, the transfer will be initiated immediately and the relevant amount will be blocked on your account but will not be available to the recipient until he/she accepts it. If the recipient does not accept the transfer within 7 days, the amount will be unblocked and become available on your account,
- if the recipient does not hold a Sub-account in the currency of the funds, we will wait for his/her instructions to convert the funds to a currency in which he or she holds a Sub-account or to open a Sub-account in the currency of the funds,

² Please note that in the UK we use BACS, which has a clearing time of three days

- if the recipient is not yet a DiPocket customer, the transfer will be initiated immediately, the relevant amount will be blocked on your account and he/she will be notified of the availability of your payment via an SMS to the mobile number you have instructed us to transfer the money to. If the recipient does not register in DiPocket and accept the transfer within 7 days, the amount will be unblocked and become available on your account.

Once an Instruction is received, it can no longer be cancelled by you unless it is set for a future execution date. You may, by notifying DiPocket, revoke a payment order for a future execution date or consent for direct debit provided that:

- if a specific date for execution has been agreed, you may not revoke a payment order or consent for direct debit after the end of the working day preceding the agreed day,
- if the payment transaction has been initiated by or through the payee, you may not, without the consent of the payee, revoke the payment order after transmitting the payment order or giving consent to execute the payment transaction to the payee, and
- we can charge you a fee for revoking a payment as set forth in the Tariff Table.

Payments into your account

We will credit an incoming payment to your account not later than on end of the day we receive it on your behalf, if it is a working day, or in the morning of the next working day if we receive the money during a bank holiday.

Payments from other DiPocket customers will be credited immediately if you are a Pal of the sender, or will be available to you immediately subject to your acceptance if the sender is not a Pal. If you do not accept a payment from a non-Pal within 7 days from receiving it, the money will be sent back to the sender.

If you do not hold a Sub-account in the currency of the payment, we will wait for your instructions to convert the funds to a currency you hold a Sub-account in or to open a Sub-account for you in that currency.

If you use a card issued by another bank to fund your DiPocket account, we may wait until we have received the funds before making them available to you. Should you initiate any card scheme mechanism to recover money used to fund your DiPocket account, we reserve the right to investigate the matter and, where appropriate, challenge any recovery attempt. We are entitled to share such information with the card scheme about you, your account and any payment transactions as we consider appropriate for challenging the claim.

For the avoidance of doubt, you will not be able to pay cheques on your DiPocket account. Cash deposits may be available in certain countries and currencies. You should inquire about the availability of cash deposits with DiPocket Customer Service team if you are interested in using such service.

Crowd Payments

DiPocket offers the possibility to collect funds amongst a group of DiPocket customers in view of a common purpose such as paying for a gift to a common friend or collecting money for a common project or cause (the “**Crowd Payment**”).

Each Crowd Payment is initiated by an individual DiPocket customer who can set the following parameters:

- target amount,
- whether the individual contribution amount is fixed or discretionary,
- Crowd Payment deadline,
- whether the Crowd Payment initiative is public (i.e., visible to all DiPocket customers) reserved to Pals (i.e., visible only to the initiator’s Pals) or by invitation only (i.e., visible only to invitees individually selected by the initiator).

By initiating a Crowd Payment through The App, you agree that you will not have access to the amounts collected until expiry of the Crowd Payment deadline you have set or until the target amount is achieved if that happens sooner, and that all money collected will be returned to the individual contributors if the target amount has not been achieved by the set deadline.

When you participate to Crowd Payments through The App, your contribution will be blocked immediately on your account but it will be released to the initiator of the Crowd Payment only if the target amount is reached within the deadline or on the deadline in case no target amount was set. If the target amount is not reached by the set deadline, or the initiator cancels the Crowd Payment, funds are released on the individual contributor’s account. You cannot withdraw your contribution unless it is returned to you as above.

By participating in a Crowd Payment initiative reserved to Pals or to invitees, you agree that the initiator and, respectively, his/her Pals or invitees can see whether and in what amount you have contributed to it.

Currency conversion

DiPocket offers online currency conversion functionality during market trading hours (i.e. uninterrupted except for weekends and bank holidays). The current list of available currencies is available in the Tariff Table. We may amend this list from time to time in any manner without your consent.

When you choose a payment involving currency conversion, we will show you the actual exchange rate that we will apply to your conversion. During market trading hours we update applicable exchange rates online while, outside trading hours and during systems outages, we apply the last exchange rate available in our systems at that time. Notwithstanding the above and depending on market conditions, we reserve the right not to provide currency conversion services outside market trading hours, during systems outages or during periods of high currency volatility.

When you try to make a payment in a currency other than your default currency, if you hold a Sub-account in that currency with enough funds to make the payment we will propose you to use it rather than to exchange the currency.

If you receive a payment in a currency other than your default currency:

- if you hold a Sub-account in that currency, we will credit the funds to that account,
- if you do not hold a Sub-account in that currency and we offer Sub-accounts in that currency, we will notify you via The App and wait for you to instruct us on whether to open a Sub-account for you in that currency or to convert it to your default currency,
- If we do not offer Sub-accounts in that currency, we will automatically convert it to your default currency.

Incoming payments from other DiPocket customers that need your approval before being credited will not be converted until you accept them.

Please note that DiPocket is not a currency-trading platform and you should not try to use it for trading currencies. If your currency conversion activities suggest you are attempting to use your DiPocket account to trade in currencies for profit-making purposes we may take action to suspend and/or terminate your account. We take no responsibility should you be unable to lock-in the desired rate.

Limits on your account

We may apply financial and other limits to your Instructions (for example, we may set limits for payments using contactless technology). We publish these limits in the Limits Table and may change them from time to time.

To manage our risk, we also apply internal controls, including limits, to certain types of payments. In addition, we do not support bank transfers to certain countries, including but not limited to countries on the EU, US and UN sanctions lists. We change these as necessary but, for security purposes, we do not disclose them.

We may refuse your Instruction based on the above controls, or if it's above one of these limits.

When you use your Card, additional scheme or acquirer limits may be applicable outside our control, depending on the country where you are when making the transaction and on the transaction type you are trying to make.

When we may not follow your Instructions

If your payment Instructions are correct, complete and come from you, you have the money to cover the payment, and you do not exceed the limits applicable to your account, we will generally carry out Instructions if they are legal. We don't have to follow an Instruction if:

- by carrying out the Instruction we might break a law, regulation, or other duty that applies to us, or it might expose us (or another DiPocket Group company) to claims from third parties, censure from any government, regulator or law enforcement agency,
- we reasonably think that a payment into or out of an account is connected to fraud or any other criminal activity,
- where applicable, the bank(s) we use to execute such Instructions rejects our instructions.

Payments exceeding available funds

If, for any reason whatsoever, you are able to make a transaction when there are insufficient funds on your account (the "Shortfall"), we will seek reimbursement of the Shortfall from you immediately.

Otherwise, we will seek to transfer the Shortfall amount from any Sub-account that you have with us, from another payment method that you may nominate at that time, or from any funds that may subsequently be paid into your account. Until the Shortfall has been paid, we may suspend your account.

Blocking your account

We may block or restrict your DiPocket account on grounds relating to:

- objectively justified reasons related to the security of your DiPocket account,
- suspicion of unauthorised or fraudulent use.

We will, if possible, inform you before blocking or restricting (together “**Blocking**”) your DiPocket account that we intend to do so and explain the reasons for doing this. If we are unable to inform you before Blocking your account, we will inform you immediately afterwards. The requirement to inform you does not apply where it would compromise reasonable security measures or it would be unlawful to do so. We will unblock your DiPocket account or replace it with a new account once the reasons for Blocking it cease to exist.

If something goes wrong

We’ll try to help you if something goes wrong, as long as you’ve not acted fraudulently or with gross negligence and not caused the issue deliberately.

If we make an interbank payment following your Instruction and the beneficiary says it didn’t receive it, we’ll refund you as quickly as we can. However, this rule doesn’t apply if:

- your Instruction wasn’t correct, but the transaction was authorized correctly. If so, we’ll make reasonable efforts to recover your money if the payment has gone missing, but we’ll charge you a fee to cover our costs in doing so. We’ll tell you how much before we start, or
- we can show that the payment was received by the beneficiary’s bank (in which case they are liable).

If you have provided us with a complete Instruction we deemed to be valid but have mistakenly made a payment to another DiPocket customer, it remains a matter between you and the recipient and we will not take part or be a party to an ensuing dispute.

You are responsible if you mistakenly instruct us to make the same payment more than once.

If you tell us a payment from your account wasn’t properly authorised (for example, someone else made it), you can ask us for a refund and we’ll immediately refund you the amount of the unauthorised payment transaction. However, if we have reasonable grounds to think you’re not entitled to a refund, we may look into your claim further before giving the money back (this could include asking you to give us some information in writing, which might include by electronic means). If we reasonably think you have acted fraudulently, we may involve the police.

We will not consider claims raised thirteen months after the date of the relevant debit or, where applicable, the date of the relevant transaction, or the date on which the relevant debit or transaction was to take place.

If money is credited to you by mistake

Sometimes a payment may be recalled by the bank that made it (for example, because it was fraudulent), and sometimes a payment goes into your account by mistake. This happens rarely, but please tell us straight away if money appears unexpectedly on your account.

To make things right, we can take the payment back out of your account – even if we have allowed you to make a payment or to take cash out against it.

Non-payment services

DiPocket provides non-payment services (the “**Non-Payment Services**”), such as inquiries about the balance of your Sub-accounts, transaction history, transaction notifications, bank transfer confirmations, electronic account statements, profile settings and Sub-account configuration, friends and family loans. These services are free of charge except when specified otherwise in the Tariff Table.

Balance and statements

Using The App you will always be able to check important information, such as details of payment transactions (e.g., information related to the payee, amount, fees, currency, exchange rates), current balance and available balance for each Sub-account.

We will make available to you by email, upon your request through The App, monthly statements relating to your DiPocket Sub-accounts.

By accepting DiPocket General Terms and Conditions you specifically agree not to receive paper statements. Upon your request DiPocket may, at its discretion, provide additional statements and/or transaction records, on paper or otherwise, but in this case DiPocket may charge you an administration fee of which we will notify you prior to executing your request.

Fees and charges

We charge for some of our services through fees, which are deducted from your Sub-accounts. These are listed fully in the Tariff Table, a copy of which is attached to the Agreement, and which is also available on dipocket.org/legal and through The App.

We charge all fees to the default Sub-account in your local currency, except for card usage fees (e.g. currency conversion and cash withdrawals fees), which are applied to the Sub-account linked to the Card used for each particular transaction.

Your obligations

You agree to keep to the terms of DiPocket General Terms and Conditions and all applicable laws and regulations.

You are responsible for the quality, safety, legality or any other aspect of any goods or services that you buy with your Card. Any disputes about purchases or payments made with DiPocket Card must be settled with the goods or service provider concerned.

You must choose PINs and passwords carefully, avoiding words and numbers that can be compromised using other information about you, such as numbers from your date of birth or house number. Never record your PIN or other security information. You must sign the signature strip on the back of your Card as soon as you receive it.

You will undertake all necessary actions to prevent unauthorised use of your DiPocket account and you must, in particular:

- keep safe your mobile device where The App is installed, and all Cards details,
- keep safe and not accessible to any third parties all PINs, passwords and devices you use to access The App, Cards and Sub-accounts by any method (together the "Personalised Security Features"). This also includes any Card details in e-wallets, on retailer's websites or on devices such as mobile phones. If you have registered a Card on a device or within an e-wallet this will include passwords and security processes used to access your device or e-wallet (device ID, passcodes or passwords) and any fingerprints or other biometric or identification methods stored in your device.
- not share the Personalised Security Features with any third parties and not allow any third parties to use The App under your credentials,
- memorise the Personalised Security Features and not keep a record of them and, in particular, not store the Personalised Security Features in an electronic device where you have installed The App,
- frequently check if your DiPocket account might have been stolen, or your Card(s) misused in particular by monitoring transaction notifications we send you via The App and by carefully reviewing for discrepancies your monthly statements,
- notify us immediately if you become aware or suspicious of a theft or misappropriation of your DiPocket account and/or Card(s) or of its unauthorised use, or if you receive an unexpected transaction notification or see any discrepancies in a monthly statement.

If you become aware of the loss, theft or misappropriation of your DiPocket account and/or Card(s) or of its unauthorized use, call us straight away on +44 203 807 2000 or +48 22 209 2555.

We will never contact you to request any of your Personalised Security Features and we will not ask anyone else to do so on our behalf. If you receive such a request it is likely to be fraudulent and you must not supply your any of your Personalised Security Features in any circumstances. You should report any such activity to us immediately. Treat emails received from senders claiming to be us with caution and be wary of emails asking you for any Personalised Security Features.

When you call us we may need to identify you, depending on the nature of your query. We may do this by asking for certain information (such as answers to questions) known only to you and requesting random digits of certain passcodes or passwords, but we would never ask you for a full PIN or password. You must not give these to anyone who asks for them, even if that person appears to be an official (from DiPocket or otherwise). To enhance the security of your identification we strongly suggest that, whenever possible, you contact us through the call utility built into our website and into The App, which also allows us to request – subject to your agreement - visual identification by enabling the device's web-cam, if present.

You agree not to use The App or any other service/functionality provided by DiPocket for an illegal or immoral purpose. If you are under 18, you agree not to use The App or any other service/functionality provided by DiPocket in a manner that may breach age restrictions imposed by a merchant for the services they are providing.

You are responsible for the quality, safety, legality or any other aspect of any goods or services that you buy with The App or with the Cards. Any disputes about purchases or payments made using The App or with the Card must be settled with the goods or service provider concerned.

You agree to provide us with accurate information when requested (including, but not limited to, information in respect of your identity) and to update that information as specified in DiPocket General Terms and Conditions.

If you breach any of the terms of DiPocket General Terms and Conditions, we can claim from you any losses or costs that we reasonably incur as a result of your breach. These include, but are not limited to, the costs of tracing you, telling you about and taking steps to deal with the breach. They would also include the cost of communicating with you about the breach and enforcing payment of any amount due to us. We'll claim these as well as recovering from you all amounts that you already owe us.

In addition, we may be able to end the Agreement as set out below.

If we don't exercise rights that we have against you straight away, we can still do so later.

Our liability towards you

Within the limits permitted under the applicable laws, and subject to the limitations defined in this Agreement, we are liable for due performance of our obligations set out in this Agreement.

To the extent permitted by the applicable law, we will not be liable to you for any losses you suffer or costs you incur because:

- you are unable to access or use your DiPocket account for any reason or there is a delay in its use,
- any device, hardware or software you use in connection with The App is damaged or corrupted or fails to work,
- The App does not work as you expect, does not meet your requirements or contains errors or defects or we fail to correct these,
- you did not receive in-app or SMS notifications in a timely manner.

In any case, you cannot claim a loss or damage from us if:

- you are claiming for loss of business, loss of goodwill, loss of opportunity or loss of profit – we will not be liable for these in any circumstances,
- you have acted fraudulently or with gross negligence,
- you are in breach of DiPocket General Terms and Conditions,
- any of the details you gave us were wrong, if there is a clear causal link with the damage,
- our failure or delay in making a payment was due to abnormal and unforeseeable circumstances outside our control, which meant we couldn't follow our obligations under DiPocket General Terms and Conditions despite our best efforts to do so, for example, a hardware breakdown, strike, or a major problem with a payment system.

None of these exceptions will apply, and nothing else in the Agreement will stop us being liable, if:

- we act fraudulently,
- we act with gross negligence, or
- we are at fault and the law does not allow us to exclude or limit liability.

Some products and services (together, the "Services") listed herein may not be available in your country at the time you register with DiPocket and their inclusion in the Agreement shall not be construed as DiPocket obligation to provide the Services. However after any of the Services is made available to you, DiPocket can only withdraw it abiding by the rules for "Changes to DiPocket General Terms and Conditions" outlined below.

Changes to DiPocket General Terms and Conditions

We can change DiPocket General Terms and Conditions at any time by notifying you of a change when you next launch The App and/or by emailing you the updated Terms and Conditions. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of DIP.

From time to time updates to The App may be issued via Apple's App Store, Google Play or other application stores The App is available from. Depending on the update, you may not be able to use The App until you have downloaded its latest version and accepted any new terms.

There are some changes we can make immediately and tell you about afterwards but, for most changes, we will notify you through The App or via email about the change at least two months in advance. We don't have to tell you in advance when any of the following happens:

- we release an update of The App with the same or better functionality and services than the prior version and which does not change the existing terms,
- we introduce a new Card or a new product, and it doesn't affect the terms of your existing account.

Provided we give you two months' notice, we can change any part of the Agreement (including the Card Terms and Conditions and DiPocket at a Glance, the Tariff Table and the Limits Table) for any reason. This gives us the flexibility to manage our business over the long term but you are protected because, if you are not happy with the change, you can either:

- take the steps set out below to end the Agreement with an immediate effect and without any charges, or
- let us know that you are not happy with the change and would like to end the Agreement so that the Agreement will be ceased on the day before the date on which the changes take effect, without any charges.

If you do not end the Agreement by taking the steps above, you will be deemed to have accepted the changes after the end of the two months' notice.

Closing accounts

The Agreement has an indefinite duration. It can be terminated at any time by you, or by us in accordance with the processes set out below.

When you can close an account

If you wish to, you can close a Sub-account, stop any service you've applied for separately or end the Agreement with immediate effect – which means stopping using DiPocket completely – by following the appropriate Card cancellation, Sub-account and account closing steps in The App. Doing so, you won't be able to use your Sub-account(s) or any services linked to it any more. Your Card(s) will no longer work after you have cancelled them. We recommend you cut them up and dispose of them securely.

As a consumer, you have a period of 10 days from the date you have concluded the Agreement by accepting DiPocket General Terms and Conditions to tell us that you would like to withdraw from it, without giving any reason, and without incurring any charges or fees other than for the services commenced upon your request or services already provided³. If you withdraw from the Agreement, the Agreement is considered not concluded, and all your Funds will be returned to you within 10 days from such withdrawal.

You must nominate a bank account to which all the Funds should be transferred. Any Funds held in a currency different to that which your nominated bank account is denominated in may be converted to that currency upon your Instruction, using the applicable DiPocket exchange rates prior to being transferred. There is no cost to you for closing an account nor for redeeming your Funds, and you will be charged only the standard transaction fees applicable to a particular form of payment and currency conversion required to transfer you the Funds according to your Instructions.

When you close an account, you are responsible for cancelling any payments to or from your account. However, if someone pays money into a closed account, we'll try to send the money back to them if we have the information we need to do so.

When we can close an account

We can close an account (and stop providing services and end the Agreement) at our sole discretion by giving you at least two months' notice in writing. Any benefit or services linked to your account will stop at the same time.

The notice will explain:

- why your account is being closed,
- what you can do to keep your account open,
- what will happen to the Funds, and
- how you can reclaim the Funds.

³ If prior to withdrawing from the Agreement you have requested one or more physical Cards, you will be liable to cover for each physical Card ordered the costs incurred by DiPocket in an amount equal to the "Physical Card replacement - lost, stolen or damaged" fee listed in the Tariff Table

We may end the Agreement immediately (and stop providing services and close your account) if we reasonably believe you have seriously or persistently broken any terms of DiPocket General Terms and Conditions or we have reasonable grounds for thinking that you have done any of the following things, which you must not do:

- you put us in a position where we might break a law, regulation, or other duty that applies to us if we maintain your account,
- you give us any false information at any time,
- you commit (or attempt) fraud against us or someone else,
- you use (or allow someone else to use) your account illegally or for criminal activity (including receiving proceeds of crime into your account),
- you inappropriately let someone else use your account.

We can also end the Agreement immediately (and stop providing services and close your account) if:

- we reasonably believe that maintaining your account might expose us (or another DiPocket Group company) to action or censure from any government, regulator or law enforcement agency,
- we find out that you are no longer eligible for it (for example, through residence status). We will try to tell you in advance if this happens, but if by continuing to offer you the account or service we would break any rules or laws, we would have to close it or Block it immediately.

Complaints

If you are unhappy in any way with your DiPocket account, please tell us so we can try to resolve the situation. Complaints may be submitted:

1. in writing by post to: Customer Service, Suite 532, Metal Box Factory, 30 Great Guildford Street, London, SE1 0HS, United Kingdom;
2. by phone by calling the following telephone number: +44 203 8070 660;
3. in electronic form by using the contact methods provided on dipocket.org/en/contact.

We strive to acknowledge all complaints received within 24 hours of receipt. If a complaint is received during a bank holiday or weekend period, the complaint will be acknowledged within 24 hours of the return to work of staff, i.e., if a complaint is received by e-mail on a Sunday, it will be deemed to have been received at 9 am on the following Monday.

If it is not possible to respond with a detailed, substantive reply within 24 hours of receipt of the complaint, a further communication will be provided within 5 business days. We will send our final response within 15 business days. In unusual circumstances, where the answer cannot be given within the normal timeframe for reasons beyond our control, we will explain the reasons for the delay and provide a final response no later than 35 business days and tell you that you may be able to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is a free, independent service, which might be able to settle a complaint between you and us. You can take your complaint to them if you are not satisfied with our efforts to deal with it or if we have not completed our investigations within six months of your complaint. The contact details are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR; phone 0800 023 4 567 (+44 20 7964 0500 from abroad), website www.financial-ombudsman.org.uk.

Please note that you may also be entitled to submit a complaint to the Financial Ombudsman or Regulator in the country where you obtained the Card.