Counting up

# Terms and conditions

Last updated: November 2026

# Terms and Conditions

**Important information you need to know**

This document sets out the terms and conditions for the use of your Account and Card (the "Agreement"). This Agreement is a binding legal contract between four parties: you (the Account Holder), Countingup, Transact Payments Limited (TransactPay), and Griffin Bank Ltd (Griffin).

Before you open your Account and use the Card or any of our products or services it is your responsibility to read this Agreement and use the Account in accordance with it.

When you use the Countingup App, Card or services you accept this Agreement and confirm that you will be subject to it.

Countingup is committed to delivering high quality support while working with its customers. If there is anything you do not understand, or if you require further support with regards to this Agreement or with Countingup services, please visit our support section or send us a message through the Countingup App.

We want you to have a clear understanding of our product, features and pricing so, in paragraph 12 of this Agreement (as well as in the pricing section of our Website and Countingup App), you will find a summary of our fees when it comes to our standard plans. We believe in fair pricing, so you'll be charged one of our standard monthly pricing tiers based on the activity in your account.

**Provider Roles and Responsibilities:**

- Countingup manages the Countingup App, the Platform, and provides all customer support. For the purposes of the regulated services provided under these Terms, Countingup provides customer support on behalf of Griffin, which remains the sole regulated provider of the bank account services; and TransactPay, which remains the sole regulated issuer of the card services.
- TransactPay is the trading name of Transact Payments Limited, an authorised e-money institution that issues your Countingup Prepaid Mastercard. TransactPay is authorised and regulated by the Gibraltar Financial Services Commission.
- Griffin is an authorised UK bank that opens and operates the underlying bank accounts where your funds are securely held. Griffin is

a company registered in England and Wales (No. 10842931). Griffin is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Griffin's firm reference number is 970920.

## 1. DEFINITIONS

**3D Secure** – A payment authentication standard for internet purchases that adds an extra layer of security to prevent fraud when purchasing goods or services online with participating retailers.

**Account** – Any deposit account issued to you under this Agreement. This will include the tax Pot or any other Pot available for you in the Countingup App to store funds. If you own more than one Account, each Account will always have you as the Account Holder. This Agreement applies to each and every Account separately.

**Account Details** – Any details related to your Account, such as but not limited to, Sort Code and Account Number.

**Account Holder ("you")** – The individual or entity legally responsible for an Account. For a Non-Limited Business, this is the sole trader. For a Limited Business, this is the company itself.

**Account Information Services** – An online service that provides consolidated information on accounts held by you with one or more payment service providers such as banks.

**Account Information Services Provider** – A third party payment service provider which is authorised by its Regulator to provide Account Information Services to you with your explicit consent and under a separate agreement which you have signed with them.

**Account Limits** – Restrictions to the amount of funds and/or transactions that can reside in or pass through your Account. See paragraph 2 for more details.

**Account Number** – The unique 8 digit number which can be found on your Card or in the Countingup App.

**Account Opening** – The date on which your Account Number and Sort Code become available in the Countingup App.

**Agreement** – This agreement varied from time to time.

**APP Scam** - An authorised push payment scam as defined in the FPS Reimbursement Rules and CHAPS Reimbursement Rules ('The Reimbursement Rules').

**APP Scam Claim** – means one or more APP Scam payments (that may have been sent to one or more Receiving PSP(s)) made as part of an APP Scam and reported to the Victim's PSP.

**ATM** – Automated Teller Machine.

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

**Available Balance** – The value of funds available on your Account to use and made up of the funds in the main part of your Account together with the funds held in any Pot you may have.

**BACS** – A service enabling organisations to make payments to an account that takes 3 Working Days for the funds to be cleared.

**BACS Approved Bureau** – the third-party payment service provider or sponsor bank through which we, or Griffin, access the BACS payment system in order to process BACS payments (including BACS Direct Credit payments and Direct Debit Collections) on your Account.

**Bank Account Number** – This is your unique personal account number, and it is found on the front of your Card.

**Card** – Any Countingup Prepaid Mastercard Card associated with your Account.

**Card Number** – The unique 16 digit number on your Card.

**Cash Deposit** - a deposit of physical cash made by you at a Post Office Outlet for credit to your Account, which is processed and settled in accordance with the POL Agreement and this Agreement.

**Cash Deposit Service** - the service described in paragraphs 7.4A to 7.4J, under which you can make Cash Deposits.

**Cash Deposit Slip/Digital Barcode** - a paying-in slip or a digital barcode which you present at a Post Office Outlet in order to initiate a Cash Deposit.

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

**CHAPS Reimbursement Requirement** - the obligation conferred on Directed PSPs by the PSR under applicable rules and regulation.

**CHAPS Reimbursement Rules** - any rules, regulations and guidance published by the Bank of England (or such other organisation appointed by the UK Government to operate CHAPS from time to time) pursuant to requirements by the PSR or other authority on PSPs reimbursing their Consumers when they fall Victim to APP Scams included in Annex A to the CHAPS Reference Manual as amended by the Bank of England from time to time.

**Closed Account** - The Agreement with the Account Holder is terminated. In line with our privacy policy, we may keep personal data about the Account Holder and use it where we have lawful grounds to do so. For example, any records we need to keep for regulatory reasons.

**Coin Bag** - a bag for depositing coins of a single denomination which must be used to make any Cash Deposit of coins.

**Collection** – a Direct Debit payment collected from your Account by an Originator pursuant to a valid Direct Debit Instruction.

**Collection Day** – the day on which a Collection is due to be debited from your Account, being the third Working Day following the Originator's submission of the collection instruction to BACS.

**Competent National Authority (CNA)** - The police, National Crime Agency, or any other law enforcement agency identified by the PSR as per applicable rules and guidance.

**Consumer** - You meeting the following definition of "consumer" under the FPS Reimbursement Rules and CHAPS Reimbursement Rules: individuals, microenterprises (enterprises that employ fewer than ten persons and have either an annual turnover or annual balance sheet total that does not exceed €2 million), or charities (a body whose annual income is less than £1 million per year and is a charity as defined by the Charities Act 2011, Charities and Trustees Investment (Scotland) Act 2005 or the Charities Act (Northern Ireland) 2008).

**Contactless** – A payment feature that provides Cardholders with a way to pay by tapping the Card on a point-of-sale terminal reader for transactions of up to £100 (as amended from time to time).

**Countingup** – Counting Limited (trading as Countingup), a company registered in England and Wales with number 10729748 with registered office at 20-22 Wenlock Road, London, UK, N1 7GU. Countingup is an appointed representative of Enro Ltd t/a Superscript which is authorised and regulated by the Financial Conduct Authority (FRN 656459).

**Countingup App** – A mobile App and/or online portal and services that allows you to have access to your Account which is provided to you by Countingup.

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

**Data Protection Laws** - all privacy and data protection laws applicable in the United Kingdom from time to time including the UK GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Regulations

2003; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

**Direct Debit** – A service allowing a third party to collect pre-authorised funds from your Account electronically on agreed dates, for example, to pay bills.

**Direct Debit Guarantee** – the guarantee provided by all banks and building societies in the United Kingdom under the Direct Debit scheme, which entitles you to a full and immediate refund of any Direct Debit payment collected from your Account in error or where you have not received sufficient advance notice of the Collection. This protection applies to you regardless of your size.

**Direct Debit Instruction** – an instruction given by you to us, authorising a specified Originator to collect payments from your Account by Direct Debit.

**Directed PSPs** - Either Griffin or another PSP participating in the Faster Payments Scheme to which the FPS Reimbursement Requirement applies, or participating in CHAPS to which CHAPS Reimbursement Requirement applies. For the avoidance of doubt, the FPS Reimbursement Rules must apply to all Directed PSPs that provide accounts that can be used to send or receive payments using the Faster Payments Scheme and the CHAPS

Reimbursement Rules must apply to all Directed PSPs that provide accounts that can be used to send or receive payments using CHAPS.

**EEA** – The European Economic Area which currently includes all countries in the European Union together with Iceland, Norway and Liechtenstein.

**Faster Payment** – A service allowing you to make and receive electronic payments in the UK which is received by the recipient bank or PSP or organisation within 2 hours provided that the receiving organisation or PSP or bank is part of the Faster Payments Scheme.

**Faster Payments Operator -** Pay.UK Limited (or such other organisation appointed by the UK Government to operate the Faster Payments Scheme from time to time).

**FPS Reimbursement Requirement** - The obligation conferred on Directed PSPs by the PSR under applicable rules and regulation, under paragraph 3.1 of Specific Direction 20 (July 2024), and as may be amended from time to time.

**FPS Reimbursement Rules** - Any rules, regulations and guidelines published by the Faster Payments Operator pursuant to requirements by the PSR or

other authority on PSPs reimbursing their Consumers when they fall Victim to APP Scams.

**FSCS** – The Financial Services Compensation Scheme. Because your underlying bank account is opened and operated by Griffin, deposits held with them are covered by the FSCS, subject to eligibility. The level and scope of protection are set by the FSCS and may change from time to time. For full details, visit www.fscs.org.uk

**Full Deductible Amount** – The full transaction amount, including the transaction itself along with any associated fees, charges and taxes.

**Law(s)** – any laws, regulations, regulatory constraints, industry codes, guidelines, scheme requirements, or policies (including the FCA Handbook and PRA Rulebook), obligations, rules including common law and law of equity, and any binding court order, judgement or decree. It also includes any applicable guidance, direction, policy, rule or order that is given by a Regulator in the United Kingdom or any other relevant jurisdiction, which is applicable to this Agreement, interpreted (where relevant) in accordance with any guidance or similar document published by any Regulator.

**Limited Business** – Limited Company incorporated in the UK.

**Mastercard Acceptance Mark** – The Mastercard International Incorporated Brand Mark, indicating acceptance of the Card.

**Mastercard** – Mastercard International Incorporated whose head office is at 2000 Purchase Street, Purchase, New York, 10577-2509, USA.

**Maximum Account Balance** – A cap on the total value of funds that can reside in your Account at any given time. See paragraph 2 for more detail.

**Membership Month** – Either the full calendar month or the monthiversary (mensiversary) from Account Opening.

**Merchant** – A retailer, or any other person, firm or corporation that accepts cards that display the Mastercard Acceptance Mark.

**Negative Balance** – caused where funds are drawn in excess of those held in the Account.

**Non-Limited Business** – A UK business that is not a Limited Business.

**Originator** – a person or organisation authorised to collect payments by Direct Debit from your Account pursuant to a valid Direct Debit Instruction.

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

**Payment Initiation Services** – An online service that accesses your Account to initiate the transfer of funds on your behalf.

**Payment Initiation Service Provider** – A third party payment service provider which is authorised by its Regulator to provide Payment Initiation Services to you with your explicit consent and under a separate agreement which you have signed with them.

**Payment Instruction** – An instruction from you to make a payment from your Account.

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

**POL** - Post Office Limited (company number 2154540), whose registered office is at 100 Wood Street, London, EC2V 7ER.

**POL Agreement** - the agreement entered into between Griffin and POL for the provision of banking counter services at Post Office Outlets, as amended from time to time.

**Post Office Outlet** - a branch of POL at which the Cash Deposit Service is made available from time to time.

**Pot** - A Pot is a way to set aside money from your Main Account. An example is a tax Pot, which is where you may choose to transfer money from a percentage of your revenue for tax. It is an Easy Access Savings Account opened with Griffin that allows you to access the funds while potentially earning interest on the funds held in the account, subject to any applicable withdrawal limits, notice periods and interest rates as determined and updated by us from time to time.

**PSP(s)** means payment service provider(s).

**PSR -** The Payment Systems Regulator in the UK.

**Quasi Cash** – Transactions that include, but are not limited to, purchasing travellers' cheques, lottery tickets, casino gaming chips, money orders, deposits,transfer money orders, cryptocurrencies, alternative currencies, and

financial investments not directly related to your registered business activities

**Receiving PSP** – means a PSP providing a relevant account into which APP Scam payments are received. Any references to Receiving PSP in the singular may also be read in the plural where an APP Scam claim includes payments to more than one Receiving PSP.

**Regulator** – means any regulatory, quasi-regulatory or administrative body or other governmental authority that is charged with monitoring, regulating and/or overseeing the business practices of us or you and/or the creation, enforcement or supervision of, making or compliance with Laws, the Payment Systems Regulator, the Bank of England, HM Treasury, the Information Commissioner, the UK FCA and the PRA, HM Revenue and Customs (HMRC).

**Reimbursable APP scam payment** - Either a Reimbursable FPS APP scam payment under PSR Specific Direction 20, or a Reimbursable CHAPS APP scam payment under CHAPS Reimbursement Rules. In summary, this means where the consumer standard of caution exception does not apply, the victim is not party to the fraud or claiming fraudulently or dishonestly to have been

defrauded, and the claim was made within the time limit set out in the Reimbursement Rules.

**Scheduled payment** – A future payment that will be triggered on (or as close as possible) to a specified date in the future.

**Security Information -** Any information or code that can identify you or your Account which you must keep safe. Examples of such security information include, but are not limited to:

- Your Card PIN
- Your Card CVC code
- Any of your Countingup App login details
- Your unique verification PIN
- Unique QR codes that we may send you
- Any password and or security codes established by you or provided by Countingup for verification purposes, such as in transactions or modifications to your Account (for example Account Details, PIN or quick response "QR" code, etc).

**Sending PSP** – means a PSP that provides a relevant account for a Consumer, from which the APP Scam payment(s) were made.

**Sort Code** – The unique 6 digit number which can be found on your Card or in the Countingup App.

**Subscription Fee** – The monthly charge for your Countingup Account. It will be debited from your Account in an amount related to the tier your Account was in for the prior month. The tier is based on Total Monthly Deposits (definition below) into your Account.

**Suspended Account (also Suspend)** - The Card and the Account cannot be used to make or receive payments and we may limit access to the Countingup App.

**Total Monthly Deposits** – The money received into your Countingup Account within the Membership Month (see definition of Membership Month above).

**Transaction Fees** – The fees as described in paragraph 12 which are chargeable as soon as you start using your Account with us and are based on usage of each of the relevant transaction types.

**TransactPay -** TransactPay is the trading name of Transact Payments Limited, a company incorporated in Gibraltar, with registered address at Unit G02, Eurocity, Europort Avenue, GX11 1AA, and company registration number

108217. TransactPay is the payment institution that issues your Countingup Prepaid Mastercard. TransactPay is authorised and regulated by the Gibraltar Financial Services Commission.

**Victim** - a Consumer who has fallen victim to an APP Scam payment.

**we, us, our** – Unless otherwise specified, means Countingup.

**Website** – www.countingup.com

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

**you, your** – The Account Holder.

## 2. ACCOUNT LIMITS

Details of the live Account Limits, including where related to Maximum Account Balances, Cash Deposits, Incoming Payments, Outgoing Payments, Card Purchases and Cash Withdrawals also form part of this Agreement.

Your Account limits can be found here (note: this page will describe the current limits).

## 3. SCOPE OF THIS AGREEMENT

3.1 Your Account is opened and operated by Griffin Bank Ltd ("Griffin"). Griffin is a bank incorporated in England and Wales with company number 10842931 and whose registered office is at 9th Floor 107 Cheapside, London EC2V 6DN. Griffin is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Griffin's Financial Services Register number is 970920. To find out more about Griffin, please visit the Financial Services Register at https://register.fca.org.uk or call the Financial Conduct Authority on 0300 500 8082. Griffin is registered with the Information Commissioner's Office under Registration number: ZA663369. Griffin's VAT number is GB 366 0575 83.

3.1.1 The Available Balance in the main part of your Account does not yield you interest. However, funds set aside in a designated interest-bearing Pot may earn interest at the applicable rate. Interest is accrued daily based on the end-of-day balance and paid out by Griffin on the

1st of the following month. Where a Pot is closed, any accrued interest will be paid at closure.

3.2 Countingup and TransactPay are not banks and do not offer professional or financial advice. Griffin accepts deposits and offers other banking services and does not offer professional or financial advice.

3.3 Your Account is self-managed. This means that it is your responsibility to manage your Account in accordance with this Agreement. Our Customer Services can assist you in using the Account but we do not provide a personalised or managed service for individual customers. If you encounter difficulties, report them promptly to our Customer Services for assistance.

3.4 Your Account is a bank account operated by Griffin, held in pounds sterling (GBP).

3.5 Your Card is an electronic money product issued by Transact Payments Limited (TransactPay) pursuant to its licence from Mastercard. Mastercard is a registered trademark, and the 'circles design' is a trademark of Mastercard International Incorporated. Your Card remains the property of TransactPay

3.6 Your rights and obligations relating to the use of your Account and Card are as set out in this Agreement between Griffin, TransactPay, you and us; you have no rights against Mastercard or its respective affiliates. If you experience any difficulties in using your Account and/or Card you should contact Customer Services.

3.7 This Agreement is written and available only in English and we undertake to communicate with you in English regarding any aspect of your Card or Account. However, if you experience any difficulty in reading this document please contact our Customer Services.

3.8 You agree that we may communicate with you via the Countingup App, email, SMS or telephone call therefore you must keep your email address and mobile phone number updated via the Countingup App. We will never ask that you provide or forward Security Information via text, instant messages, email, phone call or social media. If you receive contact from anyone claiming to be from Countingup, TransactPay or Griffin and requesting any Security Information or suggesting your Account has been compromised you must contact us immediately by messaging us through the Countingup App or by email at support@countingup.com. For more details visit our guide to fraud and scams awareness.

3.8.1 Any email, text message, or in-App communication sent by us, Griffin, or TransactPay is deemed to be received by you two (2) hours after the time it was sent. If the time of deemed receipt falls outside of Business Hours, then the communication is deemed to have been received at the commencement of Business Hours on the next Working Day.

3.8.2 Neither we, Griffin, nor TransactPay shall be held liable to you for any loss or damage arising from any of our actions or failures to act on any incorrect or out-of-date information provided by you, including incorrect contact details.

3.9 To use services offered by an Authorised Third Party Provider on your Account, you need to:

- Sign up for the Countingup App and ensure your Account is active and
- Provide your explicit consent for them to access your Account, information and provide their services.

Before initiating a payment or transaction with an Authorised Third Party Provider you must read and accept their terms and conditions.

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

3.11 We have no control over how an Authorised Third Party Provider will use your information nor will we be liable for any loss of information after an Authorised Third Party Provider have access to your information

3.12 If you do not wish to use services provided by an Authorised Third Party Provider on your Account, you may simply refuse to provide your consent.

3.13 We may allow other service providers to offer their professional services through the Countingup App (for example commercial lending, or tax and accounting services, etc.). While we carefully choose such service providers and apply high standards, neither we, nor Griffin or TransactPay are liable for their services. It is important to rely solely on the terms and conditions of the provider's services and liabilities to determine whether to accept their product and or service.

3.14 Because Countingup manages the Countingup App and Customer Services, any operational right granted to us under this Agreement (including but not limited to the right to refuse a payment under Section 7, restrict account access under Section 10, or suspend/close the Account under Section 16) may also be exercised by us at the direct instruction of TransactPay, Griffin, or any of our third-party payment processors to ensure they meet their respective legal and regulatory obligations.

3.15 Your Account is strictly for business use only. You must only use the Account for activities that directly align with the business profile and normal course of business dealings you described to us during your application. You must not use the Account for personal spending, personal wealth management, or speculative investments.

3.16 We are required to deliver good outcomes for our customers, including providing clear and fair information, offering products and services that meet your needs, and ensuring that value, support, and customer communications are all of an appropriate standard. If you are a Consumer (which includes microenterprises), these protections apply to you.

## 4. APPLYING AND REGISTERING YOUR ACCOUNT

4.1 To apply for an Account, you must be at least 18 years old, must have a UK registered Business or Limited Business and be a UK resident.

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

- If you - as Account Holder - cease to act as a director of your Limited Business
- If your Limited or Non-Limited Business no longer exists as a legal entity and cannot conduct business or enter into contracts.

4.3 To use your Account, you will need to sign up for the Countingup App. Your Account will be active from the Account Opening date.

4.4 If we discover that the information we hold about you is incorrect or inaccurate, we may have to suspend your Account until we can establish the correct information, in order to protect us both. This includes any changes related to the legal status of the Limited Business and/or its director(s).

## 5. RECEIVING AND ACTIVATING A CARD

5.1 The Card will be posted to the residential address registered on your Account, usually within five (5) Working Days. Until the Card is activated, funds can be paid into the Account but Account transfers and transactions may not be possible.

5.2 When the Card is received, you must sign it immediately and should then activate it via the Countingup App.

5.3 Once the Card has been activated, the Countingup App will provide the PIN. The PIN should never be revealed or given to anybody. We will not reveal the PIN to any third party.

5.4 The PIN can be changed at any UK ATM. If selecting to change the PIN you must not select a PIN that may be easily guessed, such as a number that:

5.4.1 is easily associated with you, such as your telephone number or date of birth; or

5.4.2 is part of data imprinted on the Card; or

5.4.3 consists of the same digits or a sequence of running digits; or

5.4.4 is identical to a previously selected PIN.

## 6. USING THE CARD AND CARD EXPIRY

6.1 The Card can be used for in-store, online, and phone purchases, as well as cash withdrawals from ATMs (fees may apply, see paragraph 12). You can authorise transactions by entering your PIN or security code; if chip and PIN aren't accepted, you may sign the receipt. For Contactless transactions, tap the card; after 5 consecutive transactions you may be required to use your PIN as a security measure. Keep in mind, entering your PIN, including balance inquiries at ATMs, resets the Contactless counter. The counter doesn't apply in situations where PIN entry is unavailable, such as public transport. Note that once authorised, transactions cannot be stopped. Note we may refuse potentially unlawful or fraudulent transactions. Acceptance of the Card is subject to local laws and merchant policies, and neither TransactPay nor we shall be held liable if a merchant refuses to accept your Card. We will treat the transactions as authorised and genuine if:

6.1.1 the Card PIN or other security code personal to you is used; or

6.1.2 The Card is used, and the transaction is authorised, either by signing the receipt, by tapping the Card on a Contactless counter or the Card details entered as part of an online or in person transaction.

6.2 The Card is a prepaid card, which means that the Available Balance will be reduced by the full amount of each transaction and authorisation, plus any applicable taxes and charges, including additional ATM charges if any. You must not use the Card if the Full Deductible Amount exceeds the Available Balance.

6.3 For security, Merchants accepting the Card must seek authorisation for all transactions. In some cases, they may ask for an Available Balance higher than the transaction value. You will only be charged the actual and final transaction value, but Merchants may need to access more funds than you initially intended to spend. For example:

6.3.1 hotels, car rentals, and

6.3.2 internet Merchants – internet Merchants may temporarily impact your Available Balance by sending payment authorisation requests to check fund availability during registration or checkout. Note that some sites only deduct payment when goods are dispatched, so you must ensure sufficient funds are available when checking your Available Balance for all purchases.

6.3.3 self-service petrol pumps (pay-at-pump) – these machines often pre-authorise a set amount to check for available funds, which may be greater than the value of the fuel you actually dispense

6.4 The Card must not be used in situations where it is not possible to obtain online authorisation that you have a sufficient Available Balance for the transaction. For example, but not limited to, transactions on trains, ships, and some inflight purchases. Neither we, nor Griffin or TransactPay shall be held liable for any failed payments as a result of insufficient Available Balance in your Account. If your Account enters in a negative balance you are required to top it up immediately and in any case no later than 12 hours after the transactions that caused the negative balance.

6.5 You can use your Card at self-service petrol pumps (pay-at-pump) in the UK, subject to having sufficient Available Balance to cover the machine's pre-authorisation hold (as explained in Section 6.3).

6.6 The Card should not be used as a form of identification.

6.7 The Card may not be used for any illegal purpose or in any manner prohibited by law, nor for gambling, for any adult entertainment or for Quasi Cash transactions.

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

6.9 If a retailer agrees to give a refund for a purchase made using the Card, the funds will be added to the Available Balance of the Account when we receive the funds from the retailer's acquiring bank.

6.10 When using the Card for transactions in a foreign currency, the amount will be converted to pounds sterling on the transaction day based on Mastercard's daily rate. Exchange rates can fluctuate, and an additional foreign transaction fee may apply. In order to allow you to compare charges for currency conversion, you can view the real-time percentage difference between the amount that will be charged on your Card for a foreign currency transaction (consisting of the mark-up applied by Mastercard as well as any other charges) and the latest available euro foreign exchange rates issued by the European Central Bank on our Website. Check your transaction history for the applied exchange rate. You accept and agree that Articles 3a (5) and (6) of Regulation (EC) 924/2009 (as amended by Regulation (EU) 2019/518) do not apply and that no electronic message will be sent to you upon making a cross-border currency transaction.

6.11 The expiry date of the Card is printed on the Card. You will not be able to use your Card once it expires. To request a new Card please contact Customer Services through the Countingup App (fees may apply, see paragraph 12).

6.12 You do not need to register your Card to use 3D secure. When purchasing online from a participating retailer and authentication is required, you will be taken to a Mastercard Secure Code or Verified by Visa screen and instructions will be available.

## 7. USING THE ACCOUNT

7.1 Subject to Account Limits, the Account can be used for:

1. Setting up Direct Debits
2. Making and receiving Faster Payments
3. Receiving BACS and CHAPS
4. Managing your Tax Pot or other Pots available in your Countingup App

## ADDING FUNDS TO THE ACCOUNT

7.2 Subject to Account Limits, funds can be added to the Account via Faster Payments, BACS, CHAPS payments and cash deposits at the Post Office. The Account Details will be required for adding funds via one of these methods. Funds can also be added to the Account by Countingup transferring funds to your Account. Depending on how the funds are added to the Account, fees may apply as per paragraph 12.

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

7.3.1 has reached the Maximum Account Balance or triggered any other Account Limit; or

7.3.2 is a Suspended Account; or

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

7.3.4 we suspect fraudulent activity on the Account; or

7.3.5 the transaction is related to gambling, cryptocurrency exchanges, or speculative financial investments (note this applies to transactions out of the account as well); or

7.3.6 to do so is prohibited by any Law.

7.4 The funds may be sent back to the sender without notifying you if paragraph 7.3 applies.

## CASH DEPOSITS AT POST OFFICE OUTLETS

7.4A The Cash Deposit Service enables you to deposit cash at a Post Office Outlet for credit to your Account. To provide the Cash Deposit Service, Griffin has entered into arrangements with POL. To make a Cash Deposit, you must attend a participating Post Office Outlet and present the cash to be deposited, together with a Cash Deposit Slip/Digital Barcode and such identification or documentation as may be required by POL.

7.4B The Cash Deposit Service is available during Post Office Outlet opening hours on Working Days, subject to the operational availability of POL's systems.

7.4C When you make a Cash Deposit at a Post Office Outlet, POL will issue a receipt to you confirming the transaction. The receipt confirms only that POL has accepted the cash, not that the funds have been credited to your Account. POL is providing you with its own services when you give it your cash. It is

not acting as our or Griffin's agent in receiving the cash, and neither we nor Griffin are treated as having received it or taken possession of it until it is delivered to Griffin by POL, although the value of your Cash Deposit will be credited to your Account on the basis set out in paragraph 7.4E.

7.4D Cash Deposits will not be credited to your Account immediately at the point you physically deposit cash at the Post Office Outlet.

7.4E Cash Deposits will be settled as follows:

(a) subject to paragraph 7.4EA below, on the day on which you physically deposit cash at a Post Office Outlet, POL will receive and record the relevant transaction;

(b) on the day following the date referred to in paragraph (a) above, POL will send to Griffin details of the Cash Deposit you are looking to make;

(c) on receipt of those details and if it is on a Working Day (and so before Griffin receives the related settlement funds from POL), Griffin will credit the value of your Cash Deposit to your Account and make it available to you on the same day. If the receipt of the details is not on a

Working Day, Griffin will treat it as being received on the next applicable Working Day and Griffin will credit your Account on that Working Day. These credits are made on the basis that:

(i) Griffin will regard the receipt of those details as confirmation of your instruction to deposit the value of the Cash Deposit to your Account; and

(ii) Griffin will subsequently receive the related settlement funds from POL as described in paragraph (d) below; and

(d) on the second Working Day following the date referred to in paragraph (a) above, POL will make a CHAPS payment to Griffin for the value of your Cash Deposit to be credited to Griffin's own account, at which point the Cash Deposit will be treated as settled.

7.4EA For the purposes of paragraph 7.4E(a) above, POL will regard the receipt and recording of the relevant transaction as having taken place if a Cash Deposit Slip/Digital Barcode is accepted before the applicable cut-off time applied under the specific operation of the Post Office Outlet, otherwise it will regard the receipt and recording of the relevant transaction as taking place on the next day the Post Office Outlet is open for business.

7.4EB Once a Cash Deposit has been credited to your Account in accordance with paragraph 7.4E(c), the credited amount will form part of the balance of your Account and will be treated as a deposit for the purposes of the Financial Services Compensation Scheme (to the extent you are eligible for protection under it) from the time of that credit, whether or not Griffin has then received the related settlement funds from POL. If that credit is later reversed or debited in accordance with paragraph 7.4G, the amount concerned will cease to form part of your Account balance.

7.4F If Griffin is unable to apply a Cash Deposit to your Account (for example, because your Account has been closed, frozen or blocked, or because the transaction data contains incorrect Account Details), then, subject to its legal requirements, Griffin will either return or hold the relevant funds.

7.4G If a Cash Deposit that has been credited to your Account (including where Griffin credited it before receiving the related settlement funds from POL) is subsequently subject to a recall, reversal or adjustment by POL (for example, due to a discrepancy identified during reconciliation), or Griffin does not receive the related settlement funds from POL in full, we or Griffin may debit the relevant amount from your Account as part of this process.

7.4H If Griffin become aware, or reasonably suspect, that a Cash Deposit is or may be fraudulent, relates to financial crime and/or involves counterfeit banknotes, Griffin may (without incurring any liability to you):

(a) delay crediting your Account pending investigation;

(b) reverse or withhold any amount already credited to your Account in respect of that Cash Deposit;

(c) freeze or restrict your Account; and/or

(d) report the matter to the relevant law enforcement or regulatory authority.

7.4I Cash Deposits must comply with the following presentation standards:

(a) all notes must be grouped by denomination;

(b) all coins must be placed in a Coin Bag by denomination, up to the relevant Coin Bag limit;

(c) coins of a denomination below £1 must be deposited in full Coin Bags; and

(d) POL may ask you to re-present any Cash Deposit that does not meet these presentation standards.

7.4J Coin Bags may be provided by the Post Office Outlet subject to availability and you must use a Coin Bag to deposit coins. The maximum value of coins in a single Coin Bag is:

- £500 for £2 or £1 coins;
- £250 for 50p or 20p coins;
- £100 for 10p or 5p coins; and
- £20 for 2p or 1p coins.

## PAYMENTS OUT

7.5 To make a UK Faster Payment transfer from your Account, you must first set up the recipient as a new payee. To set up a new payee to make a UK Faster Payment from your Account, you will need to provide the name, account number and sort code of the person you wish to pay. When you set up a new payee for the first time, we will carry out a Confirmation of Payee check to verify that the account name matches the details held by the

recipient's bank. We will not be able to process the payment until this check has been completed. You should take care to follow any warnings from this check before proceeding with a payment.

## PAYMENTS IN AND OUT OF POTS

7.7 You will be responsible for setting up and managing your Pot(s). You will be able to move funds between the main part of your Account and your Pot(s) through the Countingup App. To withdraw funds from a Pot, you must first move those funds to the main part of your Account through the Countingup App. The following timescales apply to the transfer of funds out of a Pot to the main part of your Account: requests made before 12:00pm on a Working Day will be processed by 6:00pm the same day; requests made after 12:00pm on a Working Day, or on a weekend or public holiday, will be processed by 6:00pm on the next Working Day.

7.8 Where you have set up recurring payments (for example, direct debits or standing orders) to be paid out of your Account, you must ensure you have sufficient Available Balance in the main part of your Account to cover those payments, as funds in your Pot(s) will not be used.

7.9 If you set up a tax Pot you will be responsible for managing the funds stored within the tax Pot. You are responsible for calculating your tax contributions and providing accurate information to the appropriate authority to comply with any legal requirements (such as HM Revenue and Customs). Countingup bears no responsibility if you provide inaccurate details, miss deadlines or payments.

## DIRECT DEBITS

7.10 To set up a Direct Debit from the Account, you must first authorise the organisation requesting Direct Debit payments from the Account.

7.11 If a Direct Debit on the Account is due out on a specified day or on the last day of a certain period, we will treat the Payment Instruction as being received on the day specified.

7.12 Any Direct Debit payment is usually taken from the Account at the beginning of the Working Day it is due.

7.13 It is your responsibility to ensure that your Account always maintains a positive Available Balance. If your Account does not have sufficient Available Balance, payments, including Direct Debit payments, will be rejected. We will

not be responsible for any failed payments as a result of insufficient Available Balance in the main part of your Account. In the unlikely event that your Account enters a negative balance you are required to top it up immediately and in any case no later than 12 hours after the initial transaction that caused the negative balance.

a) Cancelling a Direct Debit Instruction does not release you from any underlying contractual obligation you may have to the Originator.

b) Transaction limits for BACS Direct Debit Collections will initially be set to the maximum value permitted under the BACS scheme rules, currently £20,000,000 per individual payment or Collection, unless otherwise notified to you. These limits may change where we determine there to be increased risk.

## SCHEDULED PAYMENTS

7.14 When you schedule a future payment, it will be treated by us as you giving consent on the payment date.

7.15 If you want to cancel a scheduled payment from going out you'll need to cancel the payment before 01:00 (UTC) on the day the payment is scheduled for.

**TIMING OF PAYMENTS**

7.16 Any payments will be processed within the following timescales

| Type of transaction | Timescale |
|---|---|
| UK Faster Payments (incoming/outgoing) | Will typically be processed within 2 hours |
| CHAPS (incoming) | Payments received before 17:39 are credited the same Working Day. Payments received after 17:39 will be credited the next Working Day. |
| BACS (incoming) | 3 working days (credited by 08:00 on the 3rd working day). |

7.16.1 Card transactions and payment processing rely on the systems of third-party networks and payment processors. While we aim to

process payments within the timescales outlined above, neither we nor Griffin or TransactPay are in control of, nor liable for, any delays, failed payments, or downtime caused by third-party processors or network outages.

7.16.2 If an inbound CHAPS payment is credited to the wrong account as a direct result of our error, we will take reasonable steps without undue delay to correct the error and, where appropriate, restore your Account to the position it would have been in had the error not occurred, subject to applicable Law.

7.17 We, Griffin, or TransactPay, hold the right to suspend payments as per these Terms and Conditions, the PSR regulations and guidelines.

7.18 The time of receipt of a transaction order is when we receive it. You cannot stop a transaction after it has been transmitted to us and you have given consent, or when you have given your consent to a pre-authorised payment.

## AUTHORISATION FOR PAYMENTS AND STOPPING PAYMENTS

7.19 You are responsible for ensuring recipient details and payment amounts are correct before making a payment. Please note that due to their real-time nature, Faster Payments cannot be changed or cancelled once sent. If you believe a payment has been sent in error, you must contact us immediately via the Countingup App or at support@countingup.com so that we can attempt to assist with recovery. If you give us incorrect instructions or duplicate a payment, we will try to recall the funds, but we cannot guarantee success. We will only refund mis-sent payments if we successfully recover the funds. We may charge the Admin fee for tracing or recalling a payment. If recovery fails, you can submit a written request for the transaction details to help you reclaim the money yourself, unless prohibited by law.

7.20 You can authorise us to make a payment from your Account via Countingup App by setting up electronic payments and giving us instructions via an Authorised Third Party Provider or via Direct Debit. We will treat a payment as authorised by you if:

7.20.1 The transaction was authorised from the Countingup App using the required entry passcode or Security Information and that the payee had been approved;

7.20.2 You have set up or agreed to any Direct Debit Payments to be taken from your Account;

7.20.3 A Payment Initiation Service Provider has made a payment from your Account.

7.21 We may be unable to or may refuse to execute or process a payment (without prior notice to you) if the Account:

7.21.1 Does not have sufficient Available Balance to cover the payment;

7.21.2 Is a Suspended or Closed Account;

7.21.3 The Account has reached its Account Limits;

7.21.4 We need to do so to comply with the rules of the payment system;

7.21.5 We suspect suspicious or fraudulent activity on the Account or the payment is unlawful or fraudulent;

7.21.6 We are concerned about fraud or unauthorised access to the Account by an Authorised Third Party Provider;

7.21.7 It is required to comply with any Law;

7.21.8 if there is a service outage;

7.21.9 where the payee information is incorrect or insufficient for us to make a payment;

7.21.10 where we are processing transaction screening on your Account.

7.22 If we refuse to process a payment under 7.21:

7.22.1 Neither We, nor Griffin or TransactPay, shall be liable for any loss this may result in, nor will we be obliged to inform the intended recipient.

7.22.2 You can i) check the Account to ensure there was enough Available Balance and/or ii) check that correct recipient details were provided at the point when the transaction was authorised or payee set up, or iii) contact Customer Services by messaging us through the

Countingup App or by email (to support@countingup.com). Unless the law prevents us, we will explain why and we will also tell you what you can do to correct any errors in the Payment Instruction.

7.22.3 If there are concerns under 7.21.6, we will promptly contact you using the provided contact details or by leaving a message on the Countingup App. This communication will occur as soon as possible, or in advance if possible, to explain the reason for refusing to process the payment, unless prohibited by Law or for security reasons.

7.23 You may not be able to stop any payments once it has been authorised by you or a Payment Initiation Service Provider. However, you may be able to stop a Direct Debit payment provided that:

7.23.1 The Direct Debit is cancelled at any time up to end of the Working Day preceding the day agreed for debiting the funds; and

7.23.2 The payment has not already been made.

7.24 If you stop or cancel a Direct Debit, you must tell the recipient to whom the Direct Debit is payable. Neither We nor Griffin or TransactPay shall be

held liable if you fail to inform them and the recipient will not have any claim against us.

7.25 Any payment that for any reason is processed for an amount greater than the Available Balance on your Account, must be repaid in full by you. Should you not be able to repay this amount please contact our Customer Services team immediately by messaging us through the Countingup App or by email (to support@countingup.com). We reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

## NEGATIVE BALANCE

7.26 Your Account does not provide any overdraft or credit facility. A negative balance may arise in limited circumstances, such as where a card transaction is processed offline without the ability to check your Available Balance at the time. A negative balance is not permitted under this Agreement and any amount by which your Account is overdrawn becomes a contractual debt owed by you that is due and payable to us immediately upon occurrence and in any event within 12 hours. If your account enters a negative balance state:

7.26.1 you must immediately and in any event within 12 hours deposit sufficient funds into your Account to bring the balance to at least zero.

Until you do so, we may suspend your Account and restrict your ability to make payments.

7.26.2 A negative balance constitutes a breach of this Agreement. If you fail to bring your Account balance to at least zero promptly, we may terminate this Agreement and close your Account.

7.27 If you are unable to bring your account to zero, please contact our customer support team immediately by messaging us through the Countingup App or by email (at support@countingup.com). This does not affect our right to treat the negative balance as a breach of this Agreement and to take action immediately.

## 8. CHECKING ACCOUNT BALANCE

8.1 You can check the Available Balance and transaction history on the Account via the Countingup App.

8.2 You can check the Available Balance at an ATM.

8.3 We will email you on a monthly basis to inform you that your Account statements are available in the Countingup App.

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

9.1 You may cancel your Account and any Cards before activating them, (see paragraph 5.2), by contacting Customer Services. The Customer Service team will help transfer any Available Balance to a UK bank or PSP (part of Faster Payments Scheme) account as per your instructions, ensuring compliance with relevant regulatory requirements applicable.

9.2 Once the Account or Card is activated you can still close your Account at any time by transferring any Available Balance to a UK bank or PSP (part of Faster Payments Scheme) account and by contacting Customer Services to confirm closure of account.  Before closing your Account, ensure that you clear all balances to zero.

9.3 After you inform Customer Services about the decision to close the account and once the Available Balance is redeemed, the Account will become a Closed Account and your Agreement will terminate. If there are any additional fees or liabilities on your Account after termination clause 16.7 will apply.

9.4 All Direct Debit transactions that were set up on the Account will be rejected once your Account becomes a Closed Account.

## 10. YOUR LIABILITY AND AUTHORISATIONS

10.1 You are responsible for the use of your Account and any Cards issued in connection with your Account in accordance with the terms outlined in this Agreement.

10.2 We may restrict or refuse to authorise any use of your Account and any Cards issued to your Account including transactions in any legal jurisdiction if using the Card or Account is causing or could cause a breach of this Agreement or if we have reasonable grounds for suspecting that you or a third party has committed or is about to commit a crime or other abuse in connection with the Card or Account.

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

10.4 It is your responsibility to:

10.4.1 Sign your Card as soon as you receive it, keep it safe and the details private

10.4.2 Keep safe and secure any Security Information related to the Card, Account and Countingup App.

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

10.5.1 keep the Card, Card details and/or the Security Information and Account safe, or

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

10.6 You must ensure you do not:

10.6.1 Allow any other person or third party other than an Authorised Third Party Provider to access your Account;

10.6.2 Disclose any Security Information related to your Card, Account and Countingup App or otherwise, make them available to any other person, whether verbally, by entering them in a way that allows them to be observed by others or storing them in an unsecured manner;

10.6.3 Enter the PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached or is operating in an unusual manner.

10.6.4 Register, or allow anyone else to register, your Account or the Countingup App on a mobile phone or device that does not belong to you;

10.6.5 Share any one-time passcodes, verification codes, or Security Information in a way that allows another person to register your Account on their device;

10.6.6 Add your Card to another person's Apple Pay, Google Pay, or equivalent digital wallet.

10.7 You are responsible for all transactions which you or a Payment Initiation Service Provider authorises, regardless of the authorisation method.

10.8 You will be liable for all transactions that take place as a result of you:

- Acting fraudulently or being complicit in fraud

- Failing to comply with this Agreement Any such transactions and any fees and charges relating to such transactions will be deducted from the Available Balance on your Account.

10.9 It is your responsibility to keep us informed of changes to your information, including email addresses and mobile numbers. Failure to do so may result in us being unable to contact you regarding your Account, including the provision of refunds to which you might be entitled or to let you know about changes to this Agreement. We will not be responsible to you if we act or fail to act on any incorrect or out-of-date information provided by you including incorrect contact details.

10.10 You agree to cover the costs of any legal action taken to enforce this Agreement or address any breaches, fraudulent use of the Card, Account, Countingup App or Security Information, whether by you or someone authorised by you. This includes indemnifying and holding harmless us, Griffin, TransactPay, our distributors, partners, agents, sponsors, and service providers along with their group companies.

10.11 The Countingup App is only supported on devices with unmodified operating systems, not jailbroken or configured for software installation from

unapproved sources (including but not limited to the Apple App Store and Google Play). Use of the Countingup App on such a device is at your risk and neither Griffin, TransactPay, nor Countingup can be held responsible for any loss of data, information or any financial loss.

10.12 You must comply with the terms of this Agreement at all times. You must only use your Account, Card, and the Countingup App (collectively the "Services") for lawful purposes. You must not use the Services in any way that breaches any applicable local, national, or international law or regulation (including applicable Data Protection Laws), or in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

## 11. LOST, STOLEN OR DAMAGED CARDS

11.1 In the event of loss, theft, fraud or any other risk of unauthorised use of the Card or Account, or if the Card is damaged or malfunctions, you must freeze your Card via the Countingup App immediately or contact Customer Services. You are also able to un-freeze your Card via the Countingup App.

11.2 If your Card is lost or stolen, and you either freeze your Card via the Countingup App immediately or contact Customer Services in accordance with paragraph 11.1, you will be liable for a maximum of £35 of any loss that

takes place prior to us being notified (subject to other clauses herein, notably the remainder of this clause).

11.3 Provided that you have informed us in accordance with paragraph 11.1 and that paragraph 11.4 does not apply, you will not be liable for losses in your Account that take place following the date on which you informed Customer Services. If there is an Available Balance remaining on your Account, you can request a replacement Card for your Account. If we replace the Card, the Card will be delivered to the address registered on your Account (fees may apply, see paragraph 12).

11.4 In the event that we have reason to believe that you have acted fraudulently or have acted with gross negligence or intentionally in failing to notify us of the lost or stolen Card or have failed to keep your Card or security information related to your Card and Account safe or you have breached this Agreement, you shall be liable for all losses.

11.5 If you, we, TransactPay, or Griffin suspect that your Card or Account has been lost, stolen, misused, or used fraudulently, you must cooperate fully with us, TransactPay, , Griffin, our respective agents, and any relevant regulatory authority or law enforcement agency.

## 12. FEES

12.1 The fees listed are associated with the essential services provided to you as part of the use of your Account. Note this does not include any add-ons that you may choose to subscribe to outside of this agreement. Any related fees will be made clear at the time of purchase.

| Subscription Plan | Starter | Standard | Premium |
|---|---|---|---|
| Subscription Fees per month | £3/month | £9 /month | £18/month |
| Max. Total Monthly Deposits ** | £750 | £7,500 | Unlimited* |
| Account Opening Fee | Free | | |
| First Countingup Card | Free | | |
| **Transaction Fees** | | | |
| Account Transfers (in/out) or Direct Debits (out) | 3 free per month, then 27p | | |
| Card POS Transaction | Free | | |
| Foreign Transaction Fees | 3% applied to cleared transaction | | |
| Customer Service | Free | | |

| | |
|---|---|
| Email Alerts, Mobile Notifications, In-App & SMS Messages | Free |
| ATM Withdrawal | £1 per withdrawal |
| Post Office Cash Load | 0.5% (£2 min. fee) |
| Replacement Card | £5 |
| Dormancy Fee | £15 (please see clause 12.4 for more details) |
| Administration Fee | £15 (please see clause 12.3 for more details) |

* The various limits described in this document may restrict the total deposited amount in any given month.

** The appropriate Subscription fees will automatically be applied to your account in three different tiers (£3, £9, £18), based on the Total Monthly Deposits, so Subscription Fees will go up and down in line with the performance of your business.

12.2 We will deduct any spend, taxes, charges or fees due from the Available Balance on your Account. You must ensure that there is always sufficient Available Balance on your Account before completing any transactions. If any

spend, taxes, charges or fees due, exceed the Available Balance, we will require you to refund us in full immediately and in any event within 12 hours. Should you not be able to repay this amount please contact our Customer Services team immediately by messaging us through the Countingup App or by email (to support@countingup.com). We reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

12.3 In the event that your Account is closed and we attempt to return the Available Balance to you (or in some instances, a designated third party account) but the payment is rejected for any reason - including but not limited to, incorrect details provided by you, or closure of the designated destination account, the following shall apply:

12.3.1 We will notify you of the failed payment via your registered email and/or in-app message requesting updated further instructions.

12.3.2 If we do not receive a valid response from you within **90 days** of our initial notification, we may apply an Administrative Fee of **£15** (the "Administrative Fee") to cover the relevant operational costs (e.g. manual reconciliation and communication attempts).

12.3.3 This Administrative Fee will be deducted from the Available Balance in whole or in part (for example if the Available Balance does

not cover the Administrative Fee) before any subsequent refund attempts are made. We will continue to make proportionate efforts to contact you, unless the Available Balance is cleared in full by the Administrative Fee.

12.4 We may classify your Account as "Dormant" if there has been no user-initiated transaction activity (inbound or outbound) for a continuous period of **6 months**.

12.4.1 When an account is classified as Dormant, we will suspend the account no later than 6 months after your last activity, and you will be required to complete our Customer Due Diligence (CDD) process in order to reactivate the account. This is required to ensure our records are accurate and to protect against fraud.

12.4.2 We reserve the right to refuse reactivation or to keep the Account suspended if the information provided does not meet our regulatory requirements.

12.4.3 We will attempt to send you at least three notifications regarding the Dormant status of the account, with the first being at the point of suspension, and the final "warning" being no later than 11 months after your last activity.

12.4.4 If the Account remains Dormant after 12 months, we reserve the right to close the account and charge  a Dormancy Fee of £15 (the "Dormancy Fee").

12.4.5 This Dormancy Fee will be deducted from the Available Balance in whole or in part (for if the Available Balance does not cover the Dormancy Fee) before any refund attempts are made. After the account is closed, we will attempt to return the Available Balance to you (or in some instances, a designated third party account). We may charge an applicable Administrative Fee in line with clause 12.3.

## 13. UNAUTHORISED, INCORRECT AND DISPUTED TRANSACTIONS

### UNAUTHORISED TRANSACTIONS

13.1 If you have a reason to believe that a transaction on your Account that was not authorised by you or by a Payment Initiation Service Provider, you must inform us immediately providing all the information you have available on the transaction.

13.2 If you report an unauthorised transaction to us (subject to other clauses herein, notably 13.3):

13.2.1 we will normally by the end of the next Working Day refund the unauthorised amount including any fees to your Account to the position it would have been in if the unauthorised transaction had not taken place

13.2.2 you will not be liable for unauthorised transactions from your Account after you have told us that the Card, Card security information or Countingup App credentials has been lost, stolen or compromised.

13.3 Neither We, Griffin, nor TransactPay shall be liable for any, refund/ reimbursement if you failed one or more of the following requirements:

13.3.1 To notify us promptly of the unauthorised transaction, and in any case not later than 13 months from the date of the transaction, or

13.3.2 To respond to any reasonable and proportionate request for information from us necessary to assess the claim for reimbursement, or

13.3.3 We have reason to believe that you:

13.3.3.1 acted fraudulently (i.e. you have been complicit in fraud)

13.3.3.2 acted with gross negligence (i.e. you have shown a very significant degree of carelessness in keeping your Card, Account , Countingup App or Security Information safe in accordance with this Agreement)

13.3.3.3 authorised the transaction

13.4 Once we have refunded the unauthorised transaction, neither we, nor Griffin, nor TransactPay will have further liability to you. If we subsequently discover that you were not entitled to a refund, we will reapply the transaction(s), including any fees, to your Account.

## INCORRECT TRANSACTIONS

13.5 If you tell us that a transaction has been made incorrectly (i.e not in accordance with your instructions), after we are informed, we will without undue delay refund your Account with sufficient funds, including any charges

to restore your Account to the same position as if the incorrect transaction had not been made. However, this will not apply if:

13.5.1 You failed to notify us within 13 months from the date of the transaction;

13.5.2 Payment Instructions you gave us were incorrect or a duplicate payment was made. If so, we will make reasonable efforts to recover your money if the payment has gone missing, but we may charge you a fee to cover our costs in doing so (e.g. tracing, recalling or cancelling a payment). If we cannot get the money back, you can request the relevant information we have about the transaction to help you reclaim the money. We will provide this information on receiving a written request from you unless the Law prevents us from doing so; or

13.5.3 We can evidence or are advised that the payment was actually received by the other bank (in which case they will be liable).

13.6 If funds have been paid into your Account by mistake, we can take the funds back out of your Account and/or put a hold on the money so it cannot be spent.

13.6.1 We are not required to inform you before we withdraw or place a hold on these funds.

13.6.2 If funds go into your Account by mistake, we are required to provide sufficient details about you and the incorrect payment to the bank or institution which issued the payment to enable them to recover the funds.

13.7 If a Direct Debit is processed in error, you will be entitled to a refund from the payee or us under the Direct Debit Guarantee.

13.8 Where you have agreed that another person or business can debit your Account (e.g. if you have given your Card details to a retailer for the purpose of renting a car or booking a hotel room), you can ask us to refund the debited amount(s) if all the following conditions are satisfied:

13.8.1 the authorisation given did not specify the exact amount to be paid;

13.8.2 the amount that has been charged to your Account was more than you could reasonably have expected to pay, based on the circumstances, including previous spending patterns; and

13.8.3 you make the refund request within eight weeks of the date when the payment was taken from your Account.

13.9 We may ask you to provide information as is reasonably necessary to verify that conditions in 13.8.1 – 13.8.3 apply.

13.10 If you ask us to make a refund under paragraph 13.8 then, within 10 Working Days of the date we receive your request (or if we ask for more information under paragraph 13.9, within 10 Working Days of the date we receive that information) we will either:

13.10.1 attempt to recover the debited amount(s) on your behalf; or

13.10.2 tell you the reasons why we do not agree to the refund.

13.11 You will not be entitled to a refund under paragraph 13.8 if:

13.11.1 you have given us your consent for the payment to be made; and

13.11.2 where applicable we (or the person or a Merchant you agreed to pay) have given you information on the payment in question at least four weeks before the due date of the payment.

13.11.3 if the payment in question was higher than you reasonably expected to pay is due to a change in any currency exchange rate.

13.12 Paragraph 13.11 does not limit your rights under the Direct Debit Guarantee Scheme.

## INCORRECTLY EXECUTED CASH DEPOSITS

13.12A A Cash Deposit may be incorrectly executed where, for example, the wrong amount is credited to your Account, your Cash Deposit is credited to the wrong account, a Cash Deposit is not credited at all despite having been accepted by POL at the Post Office Outlet, or funds are credited later than required by paragraph 7.4E.

13.12B You must notify us of any incorrectly executed Cash Deposit without undue delay and in any event no later than thirteen (13) months after the date on which the relevant transaction was debited or credited.

13.12C Where a Cash Deposit is incorrectly executed as a result of an error or omission by POL or its agents (including, without limitation, a keying or

scanning error at a Post Office Outlet, an error in the settlement file, or a failure to include a transaction in the settlement file), POL is responsible for that incorrect execution by virtue of its statutory and regulatory obligations to you, and you will have recourse against POL. On reasonable request, we will, with Griffin's assistance, support you to engage with POL for the purpose of raising a claim, and Griffin will use reasonable endeavours to recover any sums due from POL under the POL Agreement and to resolve the matter on our behalf, but this does not amount to an acceptance of liability by us or Griffin for those sums.

13.12D Where a Cash Deposit is incorrectly executed as a result of an error by Griffin in applying funds to your Account (including, without limitation, crediting the wrong Account, crediting an incorrect amount, or failing to credit your Account within the time required by paragraph 7.4E), Griffin will correct the error as soon as practicable.

## DISPUTED TRANSACTIONS

13.13 If you dispute a Card payment that is authorised by you or your business to another person or business, you can ask us to attempt to recover the debited amount(s) on your behalf if:

13.13.1 the person or business did not provide your business with the contractually agreed goods/services, at all, in full, in the agreed condition, for agreed pricing or within an agreed timeframe; and/or did not process a refund your business is contractually entitled to, at all, for an agreed amount and/or within an agreed timeframe; and

13.13.2 the debited amount(s) are directly related to the activities of your business.

13.14 We will raise a dispute on your behalf and we may ask you to provide information as is reasonably necessary to verify that conditions in 13.13.1 – 13.13.2 apply.

13.15 To claim a refund under the Direct Debit Guarantee, you should contact us; we will refund the full amount of the Collection to your Account as soon as possible, either on the day of your request or otherwise by the end of the following Business Day.

13.16 We will keep you informed of the progress and outcome of any dispute you raise in relation to a Direct Debit Collection.

13.17 If you are not a Consumer, you agree that, to the extent permitted by the Payment Services Regulations, the unauthorised transaction refund rights, and certain of the authorised transaction refund rights, described in this paragraph 13 will not apply to you. This disapplication does not affect your rights under the Direct Debit Guarantee, which apply to you regardless of your size, as the Direct Debit Guarantee is a BACS scheme protection rather than a right derived from the Payment Services Regulations.

13.18 If you are not a Consumer and a payment leaves your Account, or a Collection is made from your Account, in circumstances where the disapplication in paragraph 13.17 should not apply, we will agree with you the appropriate next steps, and we may charge you for any costs we incur in seeking to recover the funds.

## 14. AUTHORISED PUSH PAYMENT FRAUD OR APP SCAM

14.1 If you become a Victim of an APP Scam, you may be entitled to reimbursement under the FPS Reimbursement Rules and/or CHAPS Reimbursement Rules (The Reimbursement Rules) which apply to UK Faster Payments and UK CHAPS payments made from 7 October 2024. All other payment types, and any payments made before this date are not in scope of the Reimbursement Rules. The maximum level of reimbursement is up to £85,000 (or such other amount determined by the Reimbursement Rules from time to time). The maximum level of reimbursement is to be applied across all linked APP Scam claims.

14.2 To submit a claim for APP Scam reimbursement, you must:

14.2.1 Consider any interventions made by us or a Competent National Authority;

14.2.2. Promptly report any actual or suspected APP Scam upon learning or suspecting that you have fallen Victim to an APP Scam by contacting Customer Services, but in any event within 13 months of the date of the relevant transaction;

14.2.3 Promptly comply with appropriate information requests from us; and

14.2.4 Report the APP Scam to the police or allow us to do so on your behalf, if required.

14.3. We will conduct an assessment to confirm that:

14.3.1 The Consumer Standard of Caution Exception does not apply under the FPS Reimbursement Rules, or whether you were considered a vulnerable Consumer at the time when the APP Scam payment was authorised;

14.3.2 You are not party to the fraud, nor claiming fraudulently or dishonestly;

14.3.3 You are not claiming for an amount which is subject of a private civil dispute;

14.3.4 You are not claiming for an amount paid for unlawful purpose;

14.3.5 You hold a UK account with us as a Consumer

14.3.6 The payment is made through Faster Payment or CHAPS to a relevant account in the UK that is not controlled by you

14.3.7 The payment is executed to the relevant account identified in the payment order, but: a) that payment is not to the recipient the Consumer intended to receive the payment, or b) the payment is for a purpose other than that intended by the Consumer; or

14.3.8 The payment is not sent or received by credit unions, municipal banks and national savings banks.

14.4 If your claim for reimbursement is successful, we will refund you any payments made as part of an APP Scam up to the maximum value set out in paragraph 14.1. We reserve the right to deduct an excess of £100 (or such other amount determined by the FPS Reimbursement Rules or CHAPS Reimbursement Rules which may change from time to time) per reimbursement claim from the amount reimbursable to you. In most cases you should be reimbursed within five Working Days of making a claim. In some cases, it can take up to 35 business days for the Victim to be reimbursed. This is because we may need extra time to gather information from you, as the Victim, the bank or PSP that received the payment, or a statutory body (such as the Financial Conduct Authority) to inform their assessment of the case.

14.5 If it is assessed that a reported APP Scam payment(s) does not satisfy the criteria of a Reimbursable APP scam payment, we will inform you in writing that the reported APP Scam payment(s) does not satisfy the criteria of a Reimbursable APP scam payment.

14.6 If you are dissatisfied with the outcome of your APP Fraud reimbursement claim, you can make a complaint to us, see clause 19 for further information on our complaints procedure.

14.7 If an APP Scam Claim is raised by a Sending PSP where we are the Receiving PSP and your Account is identified as the recipient of an alleged fraudulent payment, you are required to promptly provide all information and evidence reasonably requested by us to support your position in response to APP Scam Claim. This may include, but is not limited to, proof of goods or services provided, contracts, invoices, customer communications, or any other relevant documentation that can demonstrate the legitimacy of the transaction(s) in question.

14.8 The timelines for responding to fraud claims are determined by the APP Reimbursement Rules and may vary, but we will notify you of the applicable timeframe for each information request. Failure to respond within the

required timeframe may result in us reimbursing the claim at your cost and may result in your account being suspended and/or closed.

14.8.1 If you fail to provide the requested information or evidence within the applicable timeframe, you agree to indemnify and reimburse us for the full cost of any fraud reimbursement we are required to make to the Sending PSP. This includes the entire amount of the claim, plus any associated fees, penalties, or administrative costs incurred as a result of your non-compliance.

14.8.2 To ensure payment of this amount, we reserve the right to withhold or retain funds from your account balance. This may involve temporarily holding funds equivalent to the disputed amount until the claim is resolved.

14.9 Full details of APP Fraud reimbursement rights can be found:

14.9.1 In the FPS Reimbursement Rules which can be accessed via the Pay.UK website (https://www.wearepay.uk/); or

14.9.2 The CHAPS Reimbursement Rules which can be accessed via the Bank of England website (https://www.bankofengland.co.uk/).

## 15. VARIATION

15.1 We can make changes from time to time to the terms of this Agreement, including but not limited to changes to fees and Account Limits and will ensure the most recent version is available through the Countingup App and Website.

15.2 We will provide you with at least two months prior notice via secure in App message or by email (provided you have supplied us with an up-to-date email address), unless a change is required to be implemented earlier by any applicable Laws or Card Scheme rule, in which case the change may be made more quickly.

15.3 If you do not agree with any changes to the Agreement, you may at any time within the two months notice period terminate your Agreement and close your Account without a charge. We will then transfer any money in the Account to another account of yours less any money you owe us. However, in the event you do not close your Account during this period you will be deemed to have accepted the changes and they will apply to you.

15.4 Notwithstanding the notice period set out in 15.2, we may change the

interest rate applied to any interest-bearing Pot at any time. If we increase the interest rate, we will apply the change immediately. If we decrease the interest rate, we will notify you in advance in accordance with applicable Laws.

## 16. TERMINATION OR SUSPENSION

16.1 We can terminate this Agreement and close your Account at any time:

16.1.1 if we give you 90 days' notice and refund the Available Balance to you, or

16.1.2 with immediate effect if any of the following conditions have been met:

a) If we are unable to complete due diligence measures as required under applicable anti-money laundering regulations;

b) If we are required to close your Account without providing notice under applicable Laws, or you have breached applicable Laws;

c) If we have reasonable grounds to suspect that you, your Card or Account may be involved in illicit activity, including but not limited to

fraud, money laundering (including tax evasion) or terrorist financing activities;

d) If you have engaged in any form of direct or indirect abuse, verbal or physical, or threats, intimidation or any other form of conduct towards any member of the Countingup, Griffin, or TransactPay team that Countingup reasonably considers a commission of a public order offence under applicable Law;

e) If you have provided incorrect information prior to or when entering into this Agreement or you fail to provide us with information that we or our providers need to meet legal and regulatory requirements and following a request for such you do not provide the required information within the specified timeframe;

f) If we suspect or to prevent suspected unauthorised or fraudulent use of your Card, Account or any security credentials related to any Cards or Account as permitted under applicable Law and regulation.

g) If you fail to provide the personal data or information necessary for us, TransactPay, or Griffin to comply with our respective legal and regulatory obligations;

h) If you suffer an Insolvency Event, enter into any form of debt relief process, or you cease or threaten to cease carrying on your business;

(i) If you enter a negative balance and fail to top it up within the required period;

(j) you fall outside of Griffin or TransactPay's risk appetite or you are no longer eligible for an Account with us.

16.2 We can suspend your Card and/or Account or any part of the services at any time with immediate effect (and until your default has been remedied or the Agreement is terminated) without any prior notice if:

16.2.1 we discover any of the information that you have provided to us was incorrect or inaccurate or you fail to provide us with information that we or our providers need to meet legal or regulatory requirements and following a request for such you do not provide the required information within the specified timeframe; or

16.2.2 we believe that this is necessary for security reasons; or

16.2.3 we suspect or to prevent suspected unauthorised or fraudulent use of your Card, Account or any security credentials related to any Cards or Account; or

16.2.4 if you have reached your Account Limit; or

16.2.5 if we are required do so by applicable Laws or you have breached applicable Laws; or

16.2.6 you have breached this Agreement or we have reason to believe that you have used or intend to use the Card or Account or the Countingup App credentials in a grossly negligent manner; or we reasonably believe that you, your card or Account may be involved in illicit activity, including but not limited to fraud, money laundering (including tax evasion) or terrorist financing activities ;

16.2.7 you have engaged in any form of direct or indirect abuse, verbal or physical, along with threats, intimidation, or discriminatory behaviour towards any member of the Countingup team; or

16.2.8 your Account is not used for business purposes and/or a business does not exist; or

16.2.9 the activity of the Account does not align with the business activities described to us during your application; or

16.2.10 repeated attempts to use the Account for transactions of higher value(s) than the Available Balance and/or repeated declined transactions to subscription Merchants are observed.

16.2.11 a credit is processed on your Card by a Merchant without a corresponding debit of the same or lower amount, in line with 3.14.1 of Mastercard's Transactions Processing Rules.

16.2.12 we have grounds to consider your Account and/or Card(s) have been compromised as part of an APP Scam.

16.2.13 If you enter a negative balance and fail to top it up within the required period;

16.2.14 you fall outside of Griffin's risk appetite or you are no longer eligible for an Account with us; or

16.2.15 there is a dispute over your entitlement to any funds in your Account or there are not enough funds in your Account to cover a requested transaction;

16.2.16 we suspect that a mistaken payment has been made to or from your Account or you have provided us with unclear, erroneous or incomplete instructions (in which case we will suspend or reject the transaction)

16.3 If we suspend or terminate your Account due to reasons specified in 16.1.2 or 16.2, we will notify you in advance if possible; otherwise, we will inform you as soon as reasonably possible, to the extent permitted by Law. We will remove the suspension or block on your Card or Account as soon as reasonably practicable once we are satisfied that the reasons for the suspension no longer exist.

16.4 Where the provisions of paragraph 15 apply and are not subject to any applicable regulatory requirements, we will at your request issue a refund of any remaining Available Balance within 30 days from the date we receive the details of a valid UK account including the correct name of the account holder. Note that we are not able to process refunds to accounts held with

our account provider (Griffin - sort code 04-36-15). Once the Available Balance has been sent to a valid UK account according to your instructions, Countingup will not be liable if the funds have not been made accessible to you by the third party selected to receive the Available Balance.

16.5 Occasionally (for example, if you fail our security, regulatory and/or identity verification checks), we may be required to return your Available Balance—partially or in full—back to the bank account(s) from which the money was originally sent. If we are required to return funds in this way, we are not liable for any resulting losses or disputes; any liability rests entirely with the person or entity who originally requested or sent the funds.

a) When this Agreement ends, if we are holding deposits on your behalf, we will need to transfer them to another banking provider. If you do not provide us with alternative account details when requested, you agree that we or Griffin may transfer your deposit into a segregated trust account used solely for holding customer funds. Once transferred, the trustee of that account will be responsible for administering and returning your funds to you. This process will not affect your entitlement to receive the full amount of your funds.

16.6 Where the provisions of paragraph 16 apply and no valid account refund details have been received, we reserve the right to return the Account Balance, partially or in full - back to the most recent or next available remitter(s) on the Account.

16.7 If there are any additional fees or liabilities on your Account after termination by either party, you agree to refund us for any withdrawals, fees, or charges, whether applied before or after termination. We will send you an invoice, and prompt repayment is required. Failure to repay immediately may result in us taking further steps, including legal action, to recover outstanding amounts.

16.8 Any Available Balance remaining on the Account at the closure of the account will remain yours for a period of 6 years from the date of closure of the account and termination of this Agreement. We may deduct any applicable Administration Fee from your account as per provisions of clause 12.3. Within this period and unless applicable Law prevents that, you may be able to transfer any Available Balance on the Account or subsequently placed in trust pursuant to clause 16.5a, to a UK bank account via Faster Payment (subject to Account Limits).

16.9 Any termination of this Agreement shall be without prejudice to any rights or obligations that have accrued to either party prior to termination.

## 17. OUR LIABILITY

17.1 Our liability in connection with this Agreement (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) shall be subject to the following exclusions and limitations:

17.1.1 we shall not be liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to a lack of funds and/or failure of network services at ATMs, maximum withdrawal limits set by ATM operators and failure of data processing systems, utilities or telecommunications, or strikes, natural disasters or war;

17.1.2 we shall have no liability for any failure to provide, or any delay in providing, or suspending the services (or any part of them) in accordance with the terms of this Agreement to the extent that such failure, delay or suspension results from:

17.1.2.1 your failure to comply with your obligations under this Agreement, or to provide us with information or updates as reasonably required or requested by us;

17.1.2.2 you providing us with incorrect payment instructions; or

17.1.2.3 a pending investigation into any specific payment instruction or activity on the Account. For example, we may refuse to accept payment into an Account if such payment is subject to an investigation or there is any suspicion that the payment is fraudulent or in breach of applicable Laws.

17.1.3 we shall not be liable for any loss of profits, loss of business, or any indirect, consequential, special or punitive losses

17.1.4 where the Card is faulty due to our default, our liability shall be limited to replacement of the Card, or at our choice, redemption of the Available Balance

17.1.5 where sums are incorrectly deducted from your Available Balance due to our default, our liability shall be limited reimbursing you of an equivalent amount

17.1.6 in the unlikely event that sums are deducted from your Available Balance but you did not authorise such deduction in accordance with this Agreement then our liability shall be as set out in paragraph 13

17.1.7 in the event of 16.5 being applicable, any liability rests with the requester of the sum(s)

17.1.8 we decline any liability resulting from using the Account for personal purposes

17.1.9 we may at any time suspend, modify or discontinue, either temporarily or permanently, 3D Secure and will not be liable to you for any loss resulting from your use or attempted use of 3D Secure; or any suspension, modification or discontinuance of 3D Secure

17.1.10 in all other circumstances of our default, our liability will be limited to the redemption of the Available Balance and Griffin's liability shall be capped at £250 per event or per a series of connected events, up to a maximum amount of £1,000 in any consecutive period of twelve months. Griffin may however decide in its sole discretion and based on the facts of any incident or issue to pay out a sum in excess of

either of these amounts if it considers it reasonable to do so in the circumstances.

17.1.11 we shall not be liable for the quality, safety, legality, or any other aspect of any goods or services that are purchased with the Card, or from funds transferred to or from the account.

17.1.12 TransactPay, unless otherwise required by law, shall not be liable for any direct or indirect loss or damage you may suffer as a result of your total or partial use or inability to use your Card, or the use of your Card by any third party (including any fraudulent or unauthorised Transactions and subsequent unsuccessful chargebacks).

17.1.13 we ,Griffin, and TransactPay shall not be liable for any loss, delay or failure arising from or in connection with:

(a) any act, omission, error, delay or default of POL or its agents in the performance of the Cash Deposit Service at a Post Office Outlet;

(b) any failure or unavailability of POL's systems or electronic points of sale;

(c) any Cash Deposit made using an invalid or incorrectly completed Cash Deposit Slip/Digital Barcode; or

(d) any failure by you to comply with the requirements of this Agreement relating to Cash Deposits.

17.2 Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence, fraud, or fraudulent misrepresentation, or any other liability that cannot by law be limited or excluded. However, we will only be liable for losses incurred as a result of fraudulent activity:

17.2.1 if it has resulted from a fraudulent act or omission on our part; or

17.2.2 if we are required by applicable law to reimburse that fraudulent payment.

17.3 To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

17.4 In the event of suspected or actual fraud or security threat to your Card or Account, we may reach out to you in App or the most secure method. We may ask you to verify your identity for security purposes. We may also suspend or restrict access to your Account and complete an internal verification process.

17.5 For the purposes of this section, the exclusions and limitations of liability set out above in this clause 17 shall apply equally to protect TransactPay, Griffin, Mastercard, and any of their respective affiliates, suppliers, or contractors who provide services in connection with this Agreement

## 18. YOUR INFORMATION

18.1 By agreeing to this Agreement, you authorise us to use your personal data to offer you the Account and Card services. If you no longer wish for us to utilise your information, we may need to close your Account. However, we may retain and use your personal data based on lawful grounds, such as maintaining records for regulatory purposes.  Personal information we have

collected from you will be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance, or employment (for further information refer to our Privacy Policy https://countingup.com/privacy).

18.2 To facilitate the execution of transactions and the provision of your Card and Account, you acknowledge and agree that your personal and financial data will be shared with our third-party payment processors and technical service providers. We ensure that all such third parties are bound by appropriate data protection and security obligations. For further information on how we process your data, please refer to our Privacy Policy.

18.3 Griffin is an independent data controller for the personal data that is required to operate your Account. The Privacy Policy that governs the processing of personal data by Griffin can be found in the following link: https://griffin.com/privacy.

18.4 TransactPay is an independent data controller for the personal data that is required to issue your Card. The Privacy Policy that governs the processing

of personal data by TransactPay can be found in Annex C of our Privacy Policy https://www.countingup.com/privacy

## 19. COMPLAINTS PROCEDURE

19.1 Complaints regarding any element of the service provided by us can be sent to Customer Services via support@countingup.com.

19.2 All complaints will be subject to our complaints procedure. We will email you details of our complaints procedure upon request and, if we receive a complaint from you, a copy of our complaints procedure will be emailed to you.

19.3 If we fail to resolve your complaint to your satisfaction you may refer your complaint to the Financial Ombudsman Service (Exchange Tower, London E14 9SR, phone 0800 023 4567). Details of the service offered by the Financial Ombudsman Service are available at www.financial-ombudsman.org.uk.

19.4 If your complaint relates specifically to your Card or Card transactions and you are unhappy with the outcome of our investigation, you may escalate

your complaint directly to TransactPay's Complaints Department by emailing complaints@transactpay.com.

19.5 If TransactPay fails to resolve your Card-related complaint to your satisfaction, you may refer your complaint to the Gibraltar Financial Services Commission. You can contact them by email at psdcomplaints@fsc.gi, or by post to: Payment Services Team, Gibraltar Financial Services Commission, PO Box 940, Suite 3 Ground Floor, Atlantic Suites, Europort Avenue, Gibraltar.

19.6 If your complaint relates specifically to the underlying bank account and you are not satisfied with our final response, or if you wish to escalate the matter directly to the regulated account provider, you have the right to contact Griffin directly at customers@griffin.com. Griffin aims to respond as quickly as possible, and within 3 Working Days after the day that your complaint was received. If Griffin's investigation into your complaint is going to take longer than this, they will write to let you know. In relation to complaints regarding payment services, Griffin aims to resolve your complaint within 15 Working Days after the day that your complaint was received. In exceptional circumstances where Griffin is unable to resolve your complaint within the 15 Working Days it aims to resolve this within 35 Working Days after the day that your complaint was received. Griffin aims to

have all complaints that are not related to payment services resolved within eight weeks from the date that your complaint was received. Please refer to https://griffin.com/complaints for more details on Griffin's complaints procedure.

19.7 If you don't accept Griffin's final response, or they are unable to provide a response within the above timeframes, you may be able, subject to eligibility, to refer your complaint about bank accounts, payments, and other banking services to the Financial Ombudsman Service (FOS). We encourage you to first escalate your complaint to Griffin's Chief Operating Officer. They will independently review your complaint and how it was handled. Then, if appropriate, they will work to find a better resolution. This does not affect your right to refer your complaint to the FOS.

19.8 You have up to 6 months following the date of Griffin's final response to make a referral to the FOS. You can contact the FOS through their website:https://www.financial-ombudsman.org.uk/. This may not apply to you if you are not a sole trader or microenterprise .

19.9 You shall allow us, Griffin, TransactPay, or our authorised representatives or agents to conduct necessary audits to verify your compliance with this Agreement.

**20. GENERAL**

20.1 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.

20.2 If any provision or part of this Agreement is or becomes invalid, illegal or unenforceable, it shall be considered modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

20.3 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the sole party to the contract between us. You will remain liable until all Accounts issued to you are terminated and all sums due under this Agreement have been paid by you in full. We may

assign or transfer any of our rights and obligations under this Agreement at any time without prior written notice to you, provided the third party continues to fulfill the obligations to you.. We may also subcontract any of our obligations under this Agreement.

20.4 No third party who is not a party to this Agreement has a right to enforce any of the provisions in this Agreement, save that Mastercard and their respective affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them.

20.5 This Agreement contains the information set out in Schedule 4 of the Payment Service Regulations 2017 and you can obtain a copy of this Agreement at any time by visiting the Countingup App or the Website.

20.6 This Agreement is governed by English law. If you are a Consumer and want to take court proceedings, the relevant courts of the jurisdiction in which you live will have non-exclusive jurisdiction in relation to this Agreement. If you are a business user and want to take court proceedings, only the courts of England and Wales shall settle disputes arising out of or in connection with this Agreement.

20.7 Deposits held in your Account are protected by the Financial Services Compensation Scheme (FSCS) up to £120,000 per eligible depositor. Information on eligibility and the protected limits can be found on Griffin's website at https://griffin.com/deposit-protection. For more information about the compensation provided by the FSCS, please visit the FSCS website at www.FSCS.org.uk.

20.8 We will not provide you with any tax, legal or investment advice with respect to any Account, service or facility. Please seek your own independent advice in relation to these matters.

20.9 All terms continue to apply after this Agreement has ended except those requiring performance only during the duration of the Agreement.

20.10 This Agreement constitutes the entire agreement between us and you. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation, condition or warranty that is not expressly set out in this Agreement.

20.11 Nothing in this Agreement establishes any partnership, joint venture, agency or employment relationship between us and you.

## 21. CONTACTING CUSTOMER SERVICES

21.1 If you have queries or if you are experiencing difficulties, visit our support centre, where you can also find information on how we can help vulnerable customers (Be supported - www.support.countingup.com), or message us through the Countingup App (alternatively you can email support@countingup.com). The team works between the hours of 09:00 and 17:00 UK time, Monday to Friday excluding public bank holidays. Should our team be unable to fully resolve your query, we may escalate your issue to our partners, Griffin or TransactPay, for further assistance. We are responsible for ensuring that vulnerable customers are supported and receive good outcomes from the products and services provided under this Agreement. If you consider yourself to be a vulnerable customer or require additional support, please let us know and we will work with you to ensure appropriate assistance is provided.

21.2 Lost, stolen and damaged cards can be reported via the Countingup App and also by calling 020 8068 6862 selecting the option for lost, stolen and damaged cards.

21.3 Countingup is responsible for providing customer support and should be your first point of contact for any questions or issues regarding your Account or Card. However, because your underlying bank account is held with Griffin, you have the right to contact Griffin directly at any time to raise a matter with the regulated account provider. You can contact Griffin Support at support@griffin.com. Please note that Griffin will only correspond and communicate with you in English.

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