

Greengage & Co. Limited Terms of Service

Section 1 – Greengage & Co. Limited Terms of Service

Version 4 – 14th November 2024

The headings in these Terms are inserted for convenience only and shall not affect their construction or interpretation. The schedules, documents and policies referred to herein form part of these Terms and shall have effect as if set out in full in the body of these Terms. Unless otherwise stated, references to clauses are to the clauses of these Terms.

A reference in these Terms to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular. Words referring to a particular gender shall include the other gender.

These Terms shall be binding on, and ensure to the benefit of, each of the parties and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A "person" or "You" includes a natural person, corporate or unincorporated body.

A reference to "writing" or "written" includes email.

1. Introduction & Scope of Terms

- 1.1. Scope** – These General Terms of Service ("**Terms**"), together with the Privacy Policy, Cookie Policy and any other terms, policies, fee schedules or documents referred to and incorporated into these Terms by reference, make up the agreement that governs the relationship between You ("**Client**", "**You**" or "**Your**") and Greengage in relation to Your account and the provision of the Services.
- 1.2. Company information** – Greengage ("Greengage", "Us", "We" or "Our") is the registered business name of Greengage & Co. Limited, a company registered in the United Kingdom with company number 11904803 and having its business address situated at:

Address: 9 Little Trinity Lane, London, EC4V 2AD, United Kingdom

Telephone: +44 (0)208 610 4444

Email: info@greengage.co

Website: <https://www.greengage.co/>

- 1.3. **Affiliated service providers** – Please note that, although by accepting these Terms You are entering into an agreement with Us, Our affiliates, agents and third party service providers may provide services to You on Our behalf or to Us that are ancillary or incidental to the Services and with whom You may interact from time to time in relation to Your account and/or the use of Our Services.
- 1.4. **Specific Terms** – There may be separate terms relating to account types or the provision of particular products and Services that We, or any of Our Group Companies, make available to You from time to time, which shall apply in addition to these Terms. Any specific terms relating to the provision of particular products and services (“**Specific Terms**”) will be given to You when You sign up for such account types, products and/or Services. In the event of any inconsistency between these Terms and the Specific Terms, the provisions of the Specific Terms shall apply.
- 1.5. **Applicable Law** – These Terms shall be in addition to, and shall not affect, any rights conferred on Us under Applicable Laws.
- 1.6. **Changes to these Terms** – We may change these Terms (including any terms, policies, fee schedules or documents incorporated into these Terms by reference) from time to time as a result of a change in law, regulatory requirements, Our Services, systems or for such other reason as We may determine in Our sole and absolute discretion. We will give You written notice of any changes or proposed changes to these Terms. Any variation arising from a change in law or regulatory requirements, or which is favourable to You, shall take effect immediately. In all other cases, variations to these Terms shall take effect on at least 30 days prior written notice. Your continued use and access of Our Services after any changes take effect shall constitute Your acceptance of the updated Terms. If You do not agree to the changes, You have the right to close Your account at no cost, by following the process described in clause 23 (Closing Your Account).
- 1.7. Greengage recommends that any Client reads these Terms of Service very carefully. If a Client is unsure about the meaning or effect of any of these Terms of Service, the Client should seek appropriate advice from an appropriate professional.
- 1.8. All services provided by Greengage and its marketing activities are only conducted in jurisdictions in which Greengage is duly authorised to operate.
- 1.9. The main way We provide Our services is through the Greengage mobile app. However, We may provide other services through Our Website, other apps, API’s and other means. Other services may have their own special conditions detailed separately, in which case those will complement these Terms which shall apply however You access or use of services.
- 1.10. A copy of these Terms are available on Our website (“Website”) <https://www.greengage.co/terms-and-conditions> and You may request a copy of these Terms from Us at any time while the agreement remains in force by contacting Us using the details provided in clause 1.2 above.
- 1.11. You must be over 18 years old to use Our services.
- 1.12. Joint accounts are not supported by Greengage.
- 1.13. You shall not impersonate any other person or create a false identity in connection with Your use of Our services.
- 1.14. You must not use Our platform for financial crime, tax evasion or any illegal activities. If We suspect, You have used Our platform for any of these purposes We have the right to freeze or terminate Your account with immediate effect.

- 1.15. In order to carry out its obligations in these Terms of Services Greengage may be required to share KYC and other relevant information with its banking/payment/compliance or regulatory partners to comply with its AML obligations. By agreeing to Our Terms, You accept that You may receive confirmation from Our partners.
- 1.16. Greengage's app, Website, product and services are constantly being updated, upgraded and may release new features in order to comply with the law and to provide a better service for Our clients. As a user of Our services, You acknowledge and agree that We may update and change Our services offering from time to time.
- 1.17. If You do not agree to any provisions of these Terms of Service, You should not take any steps to access or use Our Services.
- 1.18. **FAQs & Contact information:** If You have any questions about these Terms, Our Policies or the Services, You may wish to consult the FAQ page on Our Website. Alternatively, You may contact Us as follows: info@greengage.co.

2. Financial Compensation Schemes and Greengage

- 2.1. If You are based in the United Kingdom (UK), Greengage & Co. Limited ("Greengage") has been appointed as a partner of Equals Connect Limited ("Equals"). Payment Services are provided by Equals Connect Limited, registered in England and Wales (registered no. 07131446). Registered Office: Vintners' Place, 68 Upper Thames St, London, EC4V 3BJ. Equals Connect Limited are authorised by the Financial Conduct Authority to provide payment services (FRN: 671508). The UK Financial Services Compensation Scheme (FSCS) does not apply to funds held in electronic money accounts.
- 2.2. Client money is always kept separate from the corporate funds or "own-funds" of Equals Connect Limited, and/or Greengage. This is because Your funds will be in an account in Your own name which is segregated with Equals Connect Limited. This is required by law and is known as safeguarding. As part of its safeguarding obligations under the relevant regulations, Equals Connect Limited is required to safeguard an amount equal to all e-money issued on its platform with a central bank or permitted credit institutions. In addition, and as required and set by the regulations, they must also hold a regulatory buffer.
- 2.3. Greengage and/or Equals Connect Limited never lend out Your money like a retail bank. Greengage is not a bank and does not offer traditional banking services. If Equals Connect Limited were to become insolvent, then the funds returned to Greengage's clients would only be less than the total held in their account(s) if the costs to arrange repayment and the costs of administrators coordinating the return of Client funds exceeded the regulatory buffer that Equals Connect Limited are required to hold.

3. Communications

- 3.1. We will only communicate with You in English using the contact information that You provide to Us either when applying to open an account, or as subsequently updated and notified to Us from time to time.
- 3.2. You must ensure that the contact information that You provide to Us is correct and up to date at all times. If Your contact information changes and You fail to notify Us, We will not be responsible or liable to You for any losses which You may incur as a result.

- 3.3. We may contact You by the Greengage app or other appropriate means including post at the address You have given Us or, where You have provided Us with Your email address or mobile phone number, We may contact You by email and/or text. This means We may, for example, send You notice of changes to Your Terms of Service via one of these methods. Please remember that communications may contain confidential information and if anyone else has access to Your email inbox or mobile phone messages, they may be able to see this.
- 3.4. It is Your responsibility to monitor and read any communications that We send to You in connection with Your account and/or the Services and to take such action which may be required within the timeframes indicated. We will not be responsible or liable should You fail to monitor communications or to take any required action, which results in any loss on Your part.
- 3.5. Greengage may record any telephone conversation between itself, its representatives and You. You unambiguously consent that Greengage and or its representatives may at any time record and or log communications between You and itself and or its representatives, as permitted by law and regulation, for the purpose of using such recordings as evidence of Your valid instructions given or terms agreed upon for legal or regulatory purposes. Any record will be Greengage's sole property, and the period for which any recording is retained will be determined by Greengage at Greengage's absolute discretion or as determined by Greengage's Date Retention Policy.
- 3.6. Greengage will never email You directing You to access websites that are not directly linked from Our own Website neither would We ever telephone You asking for Your login or other security details. You are advised to report any suspicious activities in relation to Your account immediately to Us using approved Greengage communication channels.

4. Accessing Your Account and Our Services

You can access Your account and Our services via the Greengage app or Website which enables You to check Your balance at any time provided You are connected to the internet. You can access Your statement via the Greengage app or Website and get a downloadable version at any time. If You need to keep a copy of the information after Your account is closed, You will need to download it while Your account is still active.

5. Opening an Account

- 5.1. You will need to open an account in order to access Our Services. We may offer various account types to Clients. Further information about each account type that We offer, together with any Specific Terms that apply to each account type, is available in the Account Information Document, a copy of which can be accessed on the following page of Our Website <https://www.greengage.co/>. The Account Information Document (as amended and updated from time to time) is incorporated into these Terms by reference and forms part of Your agreement with Us.
- 5.2. You may apply to open an account with Us by completing and submitting an account application form and following the relevant steps detailed on Our app or Website. To open and/or maintain an account, You will be required to provide such information and documentation about Yourself as We may require or request to complete the client due diligence described in clause 6 below.
- 5.3. Please note that You may only apply to open an account with Us provided You meet Our eligibility criteria, which is maintained on Our Website <https://www.greengage.co/>. This account eligibility must be maintained on an ongoing basis, and You are required to notify Us immediately should this change.

- 5.4. We may change Our eligibility criteria at any time, including by introducing additional requirements. If We do so, We shall notify You before such changes take effect and update these Terms.
- 5.5. We reserve the right, in Our sole and absolute discretion, to limit the number or types of account that You may open or maintain from time to time.
- 5.6. Unless We determine otherwise, You may not open an account with Us if You have previously had an account suspended or closed by Us, or if Your access and use of Our Services has otherwise been terminated or restricted by Us for whatever reason.
- 5.7. We reserve the right to reject any applications to open an account for any reason in Our sole and absolute discretion.
- 5.8. Once We have opened an account for You any account fees payable by You should be credited to Your account within 7 days. Greengage reserves the right, at its sole and absolute discretion, to require a client to pay our fees upfront in exceptional cases. This determination will be made based on the unique circumstances of each case and in accordance with Greengage's policies and procedures. This statement is intended to provide notice to clients that such a requirement may be imposed and does not constitute a waiver of any other rights or remedies available to Greengage under applicable law or any agreements between the client and Greengage.

6. Client due diligence

- 6.1. We are required under Applicable Law to carry out due diligence on Our clients. Therefore, in connection with the account opening process, We will ask You to submit certain information and documentation to enable Us to: (a) verify Your identity; (b) validate the source of Your funds; (c) assess whether You are eligible to open an account with Us; (d) comply with Our client due diligence obligations; and/or (e) assess any money laundering or compliance risks that We, in Our sole and absolute discretion, consider may be associated with Your access and use of Our Services.
- 6.2. We may engage third party service providers to undertake the client due diligence on Our behalf. You hereby consent to Our use of such third party service providers, and You agree that We may share any information and documents that You submit to Us with Our third party service providers for the purposes of undertaking client due diligence.
- 6.3. Whenever You are requested to submit any information or documents, You hereby confirm that any information You provide to Us and/or Our third party service providers will be true, accurate, complete and up to date, and You shall notify Us of any changes to Your information as soon as possible. You further agree that any documentation that You submit to Us will be authentic and not modified in any way.
- 6.4. You shall ensure that the contact information on Your Account is correct and kept up to date by You at all times. If Your contact information changes and You have failed to update it or have not told Us about it, We will not be held liable for any losses arising out of Your failure to maintain up to date information or as a result of Us misdirecting Your confidential information.
- 6.5. We reserve the right, from time to time, to request updated information from You or to ask You for additional documentation which verifies that the information We hold about You remains correct.
- 6.6. We reserve the right to close, suspend or restrict access to Your account and Our Services in the event that We are unable to obtain and verify information about You, or You do not comply with Our client due diligence requests.

7. Client Representations & Warranties

7.1. You represent and warrant that:

- You have full power, authority and capacity to act on behalf of the corporate entity on whose behalf You open an account to make use of Our Services, and that such corporate entity accepts and shall be bound by these Terms;
- the corporate entity on whose behalf You are acting is not subject to any sanctions administered or imposed by any national or international authorities;
- the corporate entity on whose behalf You are acting is not incorporated, established or registered in or under the laws of a Prohibited Jurisdiction and its controllers, directors, officers and employees are not citizens or residents of any Prohibited Jurisdiction.

8. Authorised Persons relating to Your Account

8.1. You may appoint one or more authorised persons to access and operate Your account. These Terms shall apply to all such authorised persons in the same way as they apply to You. You may add or remove an authorised person or amend the scope of that person's authority from time to time by sending Us written notice to that effect in such form as We may require or request. We reserve the right to request such information and documentation about any authorised person that is added to Your account, and to refuse an authorised person from accessing Your account unless and until they comply with any of Our information requests.

9. Account Security

9.1. Your account is personal to You, and You should never share Your account login details with anyone, and You should take reasonable steps to keep them, together with any devices on which they may be stored or which You use to access Your account, safe and secure.

9.2. Except as provided in these Terms, You should not permit anyone to access Your account or to carry out any activity by means of Your account. If You have any reason to believe that a person has gained unauthorised access to Your account, or Your account has been compromised in any way, You must inform Us without delay. Any delay in notifying Us may affect the security of Your account and could result in losses being incurred. We will not be responsible or liable for any losses which You may incur as a result of a failure on Your part to promptly notify Us of any unauthorised access or use of Your account.

9.3. If You lose or forget Your account login details, You should immediately notify Us. We may require You to prove that You are who You say You are, and that the account belongs to You before We take any action.

9.4. If Your Greengage card is either lost or stolen, You should contact Greengage as soon as possible via the contact details provided. If You can You should also freeze your Greengage Card using the Greengage app or Website.

9.5. You are responsible for making all arrangements necessary for You to access Your account and use Our Services, including (without limitation) the technology and devices necessary to access and use the Services (e.g., computers, mobiles, tablets and similar devices together with a compatible browser or other software to access the Services through the app or Website) and for adopting appropriate cybersecurity measures. You should ensure that You close down any communication device that You use to access Your account when You are not using it. We advise the regular use of a reliable virus screening and prevention software as well as ensuring that You are using the

latest version of any Greengage app or Website. We cannot and do not guarantee that Our Services will be free from bugs or viruses.

9.6. You should not keep Your security details near Your card or a communication device You use to access Your account, and You should disguise or protect them if You write them down or store them.

9.7. Unless a notice of incapacity has been served in writing to Greengage by a legally appointed representative of Yours Greengage shall have no liability for loss resulting from Your inability to act.

10. Account Behaviour & Prohibited Activities

10.1. You hereby agree that You are fully responsible and liable for all actions taken by You or by means of Your Account (including where third parties obtain access to Your account). This means that You are responsible and liable for (without limitation): (a) all instructions, transactions, notices, communications and any other actions initiated, made, provided or taken by anyone using Your Account; (b) any costs, indebtedness or other liabilities incurred by means of Your account; and (c) all other activities conducted through Your account.

10.2. You must not misuse Our Services with excessive requests (commonly known as a denial of service attack) or by introducing viruses, trojans, worms, logic bombs or other materials which are malicious or technologically harmful. You must not attempt to gain unauthorised access to Our app, Website, Our servers, computers, databases or another client's account. If You breach this clause, You would commit a criminal offence. We will report any such breach to the relevant law enforcement authorities, and We will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use Our Services will cease immediately.

10.3. Additionally, You will not:

- violate any law, regulation, contract, intellectual property rights or commit a tort while using Your account or Our Services;
- use Your account and/or Our Services in any manner that could interfere with, disrupt, negatively affect, or inhibit other clients from fully enjoying their account and Our Services, or that could damage, disable, overburden, or impair the functioning of their account or Our Services in any manner;
- use the Account or any of Our Services to pay for, support, or otherwise engage in any illegal gambling activities, fraud, money-laundering, or terrorist activities, or other illegal activities;
- attempt to circumvent any content filtering techniques We employ, or attempt to access any part of Our Services that You are not authorised to access;
- develop any third-party applications that interact with Our Services without Our prior written consent, or unless otherwise agreed;
- post content or communications that are, in Our sole discretion, libellous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive or otherwise objectionable;
- post content containing unsolicited promotions, political campaigning, or commercial messages (SPAM) or any chain messages or user content designed to deceive or trick other clients of Our Services;
- post content containing private information of any third-party including, but not limited to, addresses, phone numbers, email addresses, social security numbers and credit card numbers; or

- encourage or induce any third party to engage in any of the activities prohibited under this clause.

If at any time, We become aware of have reason to suspect that You have engaged or are attempting to engage in any of the prohibited activities listed in clause 10.2 above, We reserve the right to: (a) refuse to act upon any instructions that You provide to Us; (b) to suspend or terminate Your account and use of Our Services; (c) carry out an investigation into the relevant activity; and/or (d) notify relevant third parties, including any regulatory, governmental or law enforcement authority.

10.4. As per the Greengage Dormant Accounts Procedure You agree that We may deem an account a "Dormant Account" where there has not been any activity across Your account (excluding fee transactions) for 180 days or more.

10.5. As per the Greenage Low Balance Accounts Procedure You agree that We may deem an account a "Low Balance" account where the balance held to the account is less than £1,000 (or the currency equivalent) for a period of 30 days or more.

11. Notices by Greengage

All notices, statements and other communications from Greengage to You shall be in writing and shall be delivered via the app, electronic mail, text, hand, facsimile or post and shall be deemed to have been duly delivered at the time of such notice, statement or other communication is delivered by hand, transmitted by facsimile, stored in the Client's electronic mailbox or on the fifth day following posting by ordinary mail to the Client at the Client's address as held in Greengage's records or to such address as otherwise notified in writing by the Client to Greengage. Greengage may use any or all of the communication types to advise You about any fraud, or suspected fraud relating to Your account. It is also how We may communicate with You if there is a security threat to Your account. It is important that You regularly check all Greengage communications for this information.

The Client will indemnify Greengage against any liabilities, losses or damages, reasonable costs and expenses directly or indirectly incurred as a result of delivery of all such notices, statements and other communications subject to any specific terms relating to the provision of a particular product or service. Greengage accepts no liability to the Client for any failure in the delivery of notices, statements or other communications entrusted to a courier, submitted by post or entrusted for delivery pursuant to other means where such failure or delay was caused by circumstances beyond Greengage's control.

12. Depositing Funds & Receiving Payments into Your Account

12.1. Any payment received by Us prior to completion of all Account opening formalities may be frozen by Us and/or returned to the sender.

12.2. Greengage has the right to refuse to accept or receive any deposits, payments or funds into Your Account unless satisfied of the origin of the monies received. In the event that We are not satisfied, the monies received will be returned and, unless prohibited by law or regulatory requirements, the sender of those funds will be notified.

12.3. Electronic funds transfers will be credited Your account as soon as reasonably practicable after receiving cleared funds. Transfers received outside of Our normal business hours will be made available to You on the following business day.

12.4. In the event that We receive funds for the credit of Your Account in a currency in which You do not hold an account, We will credit Your Account by converting any monies received into the currency

of Your Account. You agree that We will not be held liable for any loss or damages occurring as a result of this.

12.5. In the event of unclear or conflicting instructions as regards any payments received, We will credit Your Account on the basis of the Account number quoted in the instructions received instead of the basis of the currency received (where these may conflict). You agree that We will not be held liable for any loss or damages occurring as a result of this.

12.6. Should We make a payment into Your Account in error, We will remove the same amount without asking for Your permission but will inform You about what has occurred. Should We be informed that someone has made a payment to Your account in error We will check with You prior to returning these funds. Should You not consent to the return of these funds You agreed that We may put the put the payer's bank or agent in contact with You.

13. Making Payments & Withdrawing Funds from Your Account

13.1. You will not be allowed to make any payments from Your account until all account opening processes and procedures have been completed.

13.2. When You give Us a payment instruction, You must provide Us with the following information:

- if sending money within the United Kingdom, the account number, sort code and then name of the person You wish to pay;
- if sending money outside of the United Kingdom, the name and address, routing code and/or BIC of the bank of the person You wish to pay and the bank account number or IBAN of the person You wish to pay.

13.3. When submitting a payment Instruction, it is Your responsibility to ensure that there are no errors or omissions in any of the information that You provide to Us about the recipient or their account details. If You fail to provide complete and accurate information in the payment Instructions, We may be unable to process the payment, the payment transaction may be delayed, or the payment may fail to reach the intended recipient. We shall be deemed to have executed any payment Instructions correctly provided that We do so in accordance with the information that You provide to Us, and in no circumstances shall We be responsible or liable for any losses which You may incur as a consequence of providing any incomplete or inaccurate information in a payment Instruction.

13.4. If We receive an Instruction from You after 2.00 CET on a Business Day, or on a day that is not a Business Day, the Instruction shall be deemed received on the next Business Day. If You request a payment Instruction to be executed on a particular Business Day, the Instruction will be deemed to have been received on that particular Business Day.

13.5. We may refuse to act on a payment Instruction in the following circumstances:

- We have reason to believe or suspect that You have not authorised the Instruction;
- We have reason to suspect that the Instruction is fraudulent;
- the Instructions are unclear or incomplete;
- You have insufficient funds in Your account or there is a restriction that applies to Your account which prevents Us from acting on Your Instructions;
- You are in material breach of these Terms, or We reasonably believe that You may be in material breach of the Terms;
- acting on Your Instruction would be contrary to Applicable Law or regulation;
- it is necessary to protect against either You or Us from committing or being an accomplice to a crime; or

- if You owe Us money or We intend to exercise Our right to set-off (as explained below).
- for any other valid reason as We may determine in Our sole discretion.
- If We refuse to act on a payment Instruction, We will notify You and give reasons for the refusal (unless there are legal or security reasons which prevent Us from sharing this information with You).

13.6. Should You ask Us to cancel a payment which You have already instructed and has been sent, We will endeavour, within reason, to obtain the return of the monies and You acknowledge and accept that:

- This may require the permission of the beneficiary to which the payment was made;
- You may be responsible for any charges from the beneficiary's bank to cover any costs which may be deducted prior to the return of the monies;
- Any charges associated with the original payment will not be refunded to You;
- Your Account will be debited with Our cancellation charge, or the cancellation charge may be deducted from the amount refunded to Your Account, and
- We will not be responsible for any losses occurring from any foreign exchange fluctuations.

13.7. When transferring funds in a currency other than Pounds Sterling, or to other countries or territories, Our correspondent bank may not be the same as the beneficiary's bank. You accept that the use of correspondent banks and international clearing systems to facilitate the transfer will be at Our sole discretion.

13.8. You acknowledge that certain jurisdictions, beneficiary institutions and/or beneficiaries may be subject to local or international sanctions and that such sanctions and/or other legislation and/or policies that may be prevailing either at the destination of the payment or at any intermediate point may result in monies being delayed or blocked indefinitely. You further recognise that remitter information and/or any other information sent with payments may also be utilised in a manner which causes such consequences. You acknowledge and agree that it is Your responsibility to satisfy Yourself as to the existence and effect of any such laws, sanctions, policies or other matters which may impact Your ability to successfully make payment and/or affect Your ability to retrieve funds in event of issues being encountered.

13.9. You acknowledge that You are not entitled to borrow monies on Your account (for example, make payments of more than the value of monies in it). If for whatever reason the balance in Your account becomes negative (this is called an unauthorised overdraft) You must clear this unauthorised overdraft amount immediately by bringing Your account balance to zero. Greengage reserves all its right in regards to any unauthorised overdraft in Your account as outlined in section 25 which details Our right of set-off.

13.10. Greengage does not accept the inclusion of any conditions on a transfer request which need to be satisfied before a transfer of monies payment can be made to the beneficiary or the beneficiary's institution and neither We, Our agents, nor beneficiary banks can accept any obligation for the policing of such conditions.

14. Fees & Charges

14.1. The fees that We charge for the use of Our Services are set out in Our Fee Schedule. The fees associated with each Account type, and any actions You perform using Your account, will be shown to You during the account opening process. Any account application acceptance by Us is contingent on Your acceptance of the appropriate Fee Schedule disclosed to You during the account opening process. Fees may be subject to change as noted in section 14.4.

- 14.2. Greengage may at its absolute discretion offer individual or customised fee plans not evident on Our Website. These fee plans may include special fees and additional conditions, and it is agreed by You that these will prevail over these Terms and any published Fee Schedule.
- 14.3. You acknowledge that We reserve the right to vary Our fees, or to charge additional fees, for the use of Our Services from time to time by giving You 30 days prior written notice and where appropriate posting the updated Fee Schedule on Our Website. Notwithstanding this You acknowledge It is Your duty to regularly check the Website for any changes to transaction fees and news regarding Fees and Terms & Service.
- 14.4. You acknowledge that Greengage reserves the right to pass through any additional costs incurred by its service providers and charged to Greengage as a result of You using Our Services or partner Services.
- 14.5. All fees and charges shall be debited from Your account as and when they fall due and You hereby authorise Us to do the same, except in cases when the Terms or any supplemental agreement provide details of other Fee deduction conditions, in such cases any special fees or conditions shall prevail. In the event that Greengage is unable to collect any fees or charges as they fall due, You agree that Greengage may collect any and all fees and charges at the earliest opportunity without Your permission or recourse by You. Please also see section 25 (Set off).
- 14.6. In the event that You choose to pay Your Account Fee via the Annual Payment Option (an annual lump sum), You acknowledge that this is an annual commitment by You and that Greengage is committing to supply You with a service for 12 months at a discounted fee. On this basis You agree that, should You terminate Our services, no pro-rated refund or rebate will be made should You cancel Our Services during this period.
- 14.7. Where You have indicated or advised that Your Account Fee should be made via the Annual Payment Option this Fee Schedule will be renewed automatically unless You give Us 30 days written notice of Your intention not to renew. All such notification should be made in writing to Us at the address set out in Section 1.2 or by emailing help@greengage.co
- 14.8. In case of any questions regarding fees and charges please do not hesitate to contact Our support team by emailing help@greengage.co or contacting Your Relationship Manager directly.

15. Interest

- 15.1. Certain account types that We may offer may attract interest. Please refer to the Accounts Information Document for details of the interest that We pay on the different Account types (link to be provided).
- 15.2. Any applicable interest We may pay You will be calculated on a daily basis (unless otherwise stated). The Accounts Information Document will explain when and the frequency with which We may pay You interest. This will be at least annually but may be more frequent depending on the Specific Terms relating to Your account.
- 15.3. If any interest is payable on Your account, You will earn interest on any funds that have been credited to Your account by the cut off time on a given day.
- 15.4. We reserve the right to change the interest rate payable on Your account as a result of:
- changes to the Bank of England's base rate (or any other central bank base or similar rate) or any other publicly listed market rate that We use as a reference;

- changes in the interest rates charged by other credit institutions;
- changes in the costs that We reasonably incur for opening and maintaining Your account;
- changes to the banking or financial system or changes in Applicable Law, industry codes, the decision of any court or pursuant to any other regulatory requirement; and/or
- such other circumstances We may determine acting reasonably.

15.5. Any changes to interest rates shall be communicated to You, where applicable, in accordance with clause 1.6 above.

15.6. Please note that, notwithstanding the foregoing provisions of this clause 15, certain account types may attract negative interest rates from time to time. If negative interest rates apply, this will result in an interest rate charge being deducted from funds credited to Your account.

16. Taxes

16.1. You are solely responsible for understanding and complying with Your tax obligations (including, without limitation, tax payment or filing of returns or other required documents relating to the declaration and payment of all applicable taxes) in all jurisdictions in which those obligations arise and relating to the opening and use of an account and/or Our Services.

16.2. We do not provide any tax advice and You are therefore advised to obtain independent legal and/or tax advice in order to understand the tax implications that may arise in connection with opening an account and/or using Our Services.

16.3. We shall not be responsible for any tax obligations that apply to You in any jurisdiction, including, any which relate to opening an account with Us or using Our Services. You agree to compensate Us for any damages that arise from any failure on Your part to satisfy Your tax obligations in any applicable jurisdiction and You will hold Us harmless against all claims and liability We may incur as a result.

17. Tax Reporting Obligations

17.1. Where Greengage may be subject to the any international 'Common Reporting Standards' which requires Us to collect certain information about You and Your account in order to share this with the United Kingdom tax authorities and tax authorities in other countries. If We ask for any information from You, which is required for Us to comply with Our tax reporting obligations, You must provide this to Us as soon as possible, otherwise We may need to close Your account.

17.2. Where We are required to do so, We reserve the right to withhold funds from Your account and pay these to the relevant tax authorities in certain circumstances. Unless We are legally unable to inform You, We will let You know as soon as possible if We are required to do this.

17.3. We do not guarantee that tax or other financial authorities will accept the statements which We make available about Your account through Our Services. You are responsible for collating the necessary information and presenting it as required to any applicable tax or financial authorities.

18. Third Party Provider

18.1. You may instruct a Third Party Provider to access information on Your account, or to make payments from Your account, provided that the Third Party Provider is duly authorised and identified to Us, and We are able to confirm that the Third Party Provider is acting in accordance with applicable regulatory requirements. Subject to the foregoing, We will treat any instruction from a Third Party Provider as if it was from You.

18.2. We shall not be responsible or liable for any Third Party Providers' access or use of Your account, or any information generated by the Third Party Provider from Your account.

18.3. We reserve the right to refuse or restrict a Third Party Provider from accessing Your account if We have any reason to suspect that the third party provider is not duly authorised, is acting fraudulently, in breach of these Terms or otherwise in violation of Applicable Law. Before taking any such action, We will notify You that We intend to deny or restrict access to any Third Party Provider, unless it would compromise Our security measures or is unlawful.

19. Intellectual Property Rights

19.1. Except for any IP Rights in any content or feedback which You may provide, all IP Rights in or arising out of or in connection with Our Services shall be owned by Us and/or Our licensors.

19.2. We hereby grant You a limited, non-exclusive, non-sublicensable, non-transferable, royalty-free licence to access and use Our Services for lawful purposes in accordance with these Terms, however You may not use or reproduce Our trade or service marks without Our prior written consent.

19.3. You may not re-sell, distribute, copy, share, reverse engineer, modify or create derivative works of Our IP Rights in any way or by any means. You may not use any name, mark, logo or domain name that is in any way similar to Our marks, logos and domain names. You must refrain from any action or omission that may dilute, damage or interfere with Our goodwill and/or IP Rights.

19.4. The licence granted under this clause shall automatically cease and be revoked if Your account or use of Our Services is suspended or terminated for whatever reason.

20. Availability of Our Services

20.1. We will use reasonable efforts to make Our Services available to You when You need them.

20.2. We do not give any representations, warranties or guarantees, whether express or implied, that Our Services will always be available, uninterrupted or free from errors or omissions or that the content is accurate, complete or up to date. We may suspend or withdraw or restrict the availability of all or any part of Our services for business and operational reasons at any time without notice. Where reasonably possible, We shall notify Our clients of any potential interruption to Our services.

20.3. Our Services are provided on an "as is", "as available" basis and We may suspend, withdraw or change all or any part of them without notice.

20.4. We will not be held liable for any interruptions or unavailability of Our Services at any time or for any period.

21. Limitation of Liability

21.1. To the maximum extent permitted under Applicable Law, We hereby exclude Our liability for each of the following types of losses:

- business losses incurred, including loss of profits, loss of business, business interruption or loss of business opportunity;
- losses incurred as a result of Your inability to access Your Account or any of Our Services;

- losses incurred as a result of abnormal or unforeseeable circumstances outside Our reasonable control, including delays or failures caused by problems with another system or network, data processing failures, mechanical breakdown or industrial action;
- losses or costs incurred where a regulatory requirement means We must terminate Our agreement with You;
- losses incurred as a result of Your negligence, fraud or breach of any of these Terms;
- losses incurred as a result of You sharing Your information or account login details with any other person;
- cyberattacks caused by a bug, virus, or other technological attacks or harmful material that may infect Your or Our computer equipment, computer programmes, data or other systems relating to Your account or Our Services.

21.2. Nothing in these Terms shall seek to exclude liability for any matter in respect of which it would be illegal to exclude or limit liability.

22. Suspending Your Account

22.1. Your safety and that of Your money is important to Us. We may suspend, restrict or prevent You from accessing Your account or certain Services (including cards) if:

- We have reason to believe or suspect that the security of Your account has been compromised;
- We have reason to believe or suspect that Your account has been or is likely to be used to engage in any fraudulent or illegal activity;
- there is a disagreement relating to Your account or the ownership of funds in Your account;
- if required under Applicable Law or pursuant to any investigation, order, notice, judgment or request from a governmental, regulatory, tax or law enforcement authority in any jurisdiction; or
- If Your account is overdrawn and You have not settled the outstanding debit balance of Your account within 48hrs to stop Your account going further overdrawn.

22.2. If We decide to suspend or impose any restrictions on Your account or the use of Our Services, We will notify You and give reasons for Our decision (unless there are legal or security reasons which prevent Us from sharing this information with You).

22.3. We will lift any suspension or restrictions relating to Your account or the use of Our Services once We are satisfied that there is no longer any reason for the suspension or restriction to remain in place. We shall not be responsible or liable for any losses arising from any decision to suspend or restrict Your account or the use of Our Services in accordance with this clause 21.1.

23. Closing Your Account

23.1. You may terminate Your agreement with Us and close Your account at any time, subject to paying all outstanding amounts that You owe Us. Unless otherwise stated in the Account Information Document, there are no fees or charges that apply to close Your account. You may close Your account via the Greengage app, by writing to Us at Our registered address or by emailing Us at help@greengage.co

23.2. If Your Greengage Account has a negative balance (unauthorised overdraft) for more than thirty (30) calendar days, it is subject to closure. Even if Your Greengage Account is suspended or closed, You are still responsible for repaying Your balance. Greengage reserves all its rights as regards to any overdraft in Your account as outlined in section 25 which details Our right of set-off.

- 23.3. We may terminate Our agreement with You and close Your account for whatever reason by giving You no less than 2 months' notice. However, where this is not possible, We reserve the right to close Your account immediately without notice.
- 23.4. We have a zero-tolerance approach to bribery and corruption in all of our relationships and business dealings as part of our commitment to conduct business in an honest, prudent, and responsible manner. You agree to comply with all applicable laws, statutes, regulations, relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not to engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK. Our approach to bribery and corruption is documented within the relevant Greengage Policy. We reserve our right to immediately terminate our contractual relationship if you breach our Policy or the provisions of this clause.
- 23.5. We may terminate Our agreement with You and close Your account if Your account becomes a Low Balance account or becomes an Inactive or Dormant account. We may serve a notice (Dormant Notice) to You requiring You, within 60 days from the date of the notice to:
- In the case of a Low Balance Account:
 - Increase the balance of Your Account to the minimum balance applicable; or
 - Close Your Account
 - In the case of an Inactive or Dormant Account:
 - Contact Us with instructions; or
 - Close the Account
- 23.6. Additionally, We may immediately terminate Our agreement with You and close Your account with or without notice in either of the following circumstances:
- We consider You have violated any of these Terms and (where appropriate) you haven't put the matter right within a reasonable time of Us asking You to;
 - We consider You have provided any incorrect, incomplete or misleading information to Us, including in connection with any client due diligence that We carry out from time to time;
 - We consider that Your account is being used or is likely to be used for any unlawful purposes;
 - We consider in our reasonable opinion to believe that You continuing to use Your account could damage Our reputation or goodwill;
 - We have asked you to repay money You owe Us and You have not done so within a reasonable period of time;
 - We consider in Our reasonable opinion that any chargebacks being requested by You are false;
 - You behave in a threatening, disrespectful, violent or discriminatory manner towards Our staff, for example by harassing or insulting staff members or using offensive language while communicating with them;
 - To comply with Applicable Law or pursuant to a request or order from a regulatory, governmental, tax or law enforcement authority;
 - Your circumstances change such that You no longer meet Our eligibility criteria for having an account with Us and using Our Services;
 - You (a) are declared bankrupt or insolvent; (b) enter into a voluntary arrangement with Your creditors to repay Your debts; (c) pass a resolution to be wound up; (d) are the subject of a winding up petition or an order or notice issued by a court or other authority of competent jurisdiction to be wound up; (e) have a receiver, administrator or liquidator appointed over

any of Your assets, undertakings or income; (f) are the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction;

If we close your account in these circumstances, You will only be able to send money via external bank transfer before the account is closed. You will not be able to credit the account, make any card payments, withdraw money at an ATM, or send money to other Greengage accounts. Inbound payments will be rejected and returned to the sender.

In the event of any account closure, You agreed that all fees payable by You will remain due until Your account is closed. You agree that any debts owed by You to Us at the time of closure may be Set off as per this agreement and that no pro-rated refund or rebate will be provided to You by Us in relation to any fees already charged or due to be charge to Your account.

23.7. Termination of the agreement between You and Us and/or closure of Your account shall not prejudice any rights or remedies available under these Terms or otherwise under Applicable Law.

23.8. If You do not comply with the terms of a Dormant Account or a termination of business notification, We can close Your account and either:

- send a banker's draft or cheque to Your registered address for the amount in Your Account, after deducting any applicable charges, at which time no further interest will be payable to You (if applicable). Any subsequent re-issuing of any banker's drafts or cheques may also incur additional costs; or
- if We believe or should it become evident that the address, We have for You is incorrect or is out of date and We are unable to contact You (having undertaken reasonable endeavours) We will classify Your account as a Dormant Account. Should Your account become a Dormant Account We reserve the right to charge annual administration fees. At Our sole discretion any monies held in a Dormant account may be transferred to a Suspense Account.

24. Consequences of Account Closure

24.1.If Your account is closed for whatever reason:

- any and all amounts that You owe to Us will become immediately due and payable;
- any instructions or pending transactions relating to Your account will be cancelled;
- We will deactivate Your account and accordingly, Your right to access and use Our Services shall immediately cease.

24.2. You agree that, on closure of Your account, We shall be entitled to deduct any amounts that You owe Us from the balance of any funds in Your account. Following settlement of any amounts that You owe to Us, any funds remaining in Your account may be withdrawn within 60 days by giving Us notice of the bank account into which You would like Us to arrange a transfer of such funds.

24.3. If You fail to take the appropriate steps to withdraw any funds remaining in Your account within the timeframe specified in clause 24.2, You will have to contact Our client support team (help@greengage.co) to make arrangements to withdraw such funds.

24.4. Following the closure of Your account, any provisions set out in these Terms which are intended (whether expressly or by implication) to survive termination of the agreement between You and Us, shall remain in full force and effect.

25. Set off

- 25.1. If any debts that You owe Us under these Terms or another agreement that You have with Us become overdue, We may exercise Our right of set-off by deducting money standing to the credit of any of Your Accounts for the purposes of reducing or repaying such debts. We may also set off any money that We owe You to reduce or repay any overdue debts that You owe Us. This is called a "right of set-off".
- 25.2. We may use Our right of set-off even if the amount You owe Us is dependent on another event or has not yet become due, if We reasonably think You will be unable to pay Us when the amount does become due.
- 25.3. We may use Our right of set-off without telling You in advance if We reasonably think You will do something to prevent Us from obtaining repayment by set-off, or We have otherwise agreed with You that We can do so.
- 25.4. Where any liability to be set-off is expressed in different currencies, We shall be entitled to convert such liability at a market rate of exchange for the purposes of the set-off.
- 25.5. We will only exercise Our rights of set off under these Terms where it is reasonable to do so, taking into account Your personal circumstances and any regulatory requirements.
- 25.6. We may also set-off amounts We may owe You against amounts You owe other Greengage companies and set-off amounts other Greengage companies owe You against the amounts You owe Us, unless prevented by insolvency law.
- 25.7. In the event that We are unable to exercise Our right of set-off and You fail to pay the money that You owe Us We may recover these debts in another way, and We will inform You before doing so. This may include instructing a debt collection agency to contact You, issuing legal proceedings, selling, transferring or assigning the amount You owe Us to a third party. We may also (where permitted) inform various fraud or credit agencies. In the event We have to undertake any (or all) of these actions We may charge You Our reasonable costs for appointing a debt collection agency or Our legal cost incurred.

26. Dormant Accounts

If You leave any funds in Your account and We deem that You have gone-away, then We may classify Your account as dormant. For Your account not to be considered dormant it is essential that You use Your account by making a financial transaction like a withdrawal, payment, transfer or alternatively communicating directly with Us by e-mail or other appropriate means. We will do Our best to contact You and attempt to provide You notice of any funds We hold for to the extent required by law or regulatory requirements. If We deem Your account dormant and You do not give Us instructions where to send Your funds, We may be required by law or regulatory requirements to deem the funds to be abandoned by You. This may mean We need to deliver them to the appropriate government authority.

27. Reimbursement of Costs and Expenses

If We receive a court order or other such legal document from Your legal representatives or from a third party relating to Your Account, You will be required to pay any internal administration costs and/or expenses We reasonably incur to comply with that court order or legal document.

28. Transfer of Rights

If You lose any money (for example, as a result of fraud) which We (subject to these Terms of Service that You have agreed herein and as detailed in other applicable documentation) choose to reimburse later, whether in part or in full, You agree to transfer to Us any and all rights of recovery relating to those losses that You may have against a third party. You agree that We will decide which third party We may seek to recover such losses from. You will not do anything which may impact Our rights of recovery against any third parties under this paragraph or You may be responsible for any losses We have incurred or may incur as a result. You also agree to help Us enforce any such rights of recovery We may have against a third party (for example, by providing any further information We may need).

29. Conflicts of Interest

29.1. Greengage has a Conflict of Interest Policy which governs its commitment to adhere to the highest standards of ethical conduct in relation to its treatment of its Client's and conflict management. Greengage's policy is to manage and where necessary prohibit any action or transaction that may pose a Conflict between Greengage, or Greengage's staffs' interest and those of its Clients.

29.2. You acknowledge that Greengage may engage in a wide range of business activities which may on occasion lead to potential conflicts. Greengage endeavours to manage Conflicts in a manner consistent with the highest standards of integrity and fairness. Greengage continually and pre-emptively seeks to identify and manage Conflicts in order to ensure that these high standards are adhered to in order to avoid both the appearance of as well as actual impropriety.

29.3. You acknowledge that Greengage undertakes a number of activities and provides a number of services which may lead to a risk that the interests of one or more clients could be compromised or conflicted. These Conflicts may arise due to (but not limited to):

- Client – Greengage Conflicts;
- Client – Client Conflicts;
- Staff – Client Conflicts;
- Conflicts within Greengage;
- Conflicts between Greengage and third parties.

29.4. Greengage employs a number of techniques to manage and mitigate conflicts of interest these include:

- The use of physical and electronic barriers to stop and control the flow of information between certain part of Greengage's businesses;
- monitoring to ensure proper functioning of the information barriers;
- a reputational risk review process for the escalation of Conflicts that fall outside of established Conflicts resolution procedures;
- internal guidance and training to relevant staff to raise awareness of Conflicts and how to deal with Conflicts when they arise; and
- an organisational structure the ensures proper segregation of duties and oversight of the respective functions.

29.5. Where Greengage has used all reasonable effects to manage a Conflict, but those efforts are not sufficient to ensure with reasonable confidence, that risks of damage to the interests of a Client will be sufficiently mitigated, Greengage will consider whether disclosure to the Client is

appropriate or whether taking into account the risks involved, Greengage should refrain from acting for one or more of its Clients.

30. Complaints

30.1. If You are not completely satisfied with Our Services or products, please inform Us so that We may attempt to resolve Your complaint as soon as possible by writing to Us at the address set out in Section 1.2 or by emailing complaints@greengage.co. We will do Our best to respond to Your complaint and resolve it as soon as reasonably possible but if You are not satisfied with Our response, You can ask Us to escalate it internally for You up to Our management team, or alternatively refer Your complaint to The Financial Ombudsman Service within six months of the date We sent (or should have sent) Our final response to You.

Contact details of The address of the Financial Ombudsman Service are:

- Address: South Quay Plaza 183 Marsh Wall London E14 9SR
- Phone from UK: 0800 023 4567 or 0300 123 9 0123
- Phone from Outside the UK: +44 20 7964 0500
- Email address: complaint.info@financial-ombudsman.org.uk
- Website: <https://www.financial-ombudsman.org.uk/>

31. Privacy

31.1. As part of Your relationship with Us, We will collect and process certain personal information about You. This includes (but is not limited to) Your name and contact details, together with information about Your finances, accounts and transactions. All such information will be kept strictly confidential.

31.2. These Terms, including Our Privacy Policy and Cookie Policy (as such may be amended and updated from time to time) govern how We use and process Your personal information. Copies of Our Privacy Policy and Cookie Policy are available here: <https://www.greengage.co/privacy-policy> and <https://www.greengage.co/cookie-policy>. You acknowledged that You have read, understood and accepted these policies.

31.3. If You give third parties access to Your Account, such third parties may access information relating to Your Account. Please note that We have no control over and shall not be responsible or liable to You for, any third party's access or use of such information, including (without limitation) if such third party causes any loss of information relating to Your Account.

31.4. We reserve the right to transmit some or all of Your personal information as required by Applicable Law, including to governmental, state and law enforcement authorities, institutions, regulators and departments around the world.

32. Data Protection

32.1. The term "Data Protection" relates to the processes and controls used to safeguard information about individuals and their privacy. In the United Kingdom, the data Protection Act 2018 is the law that governs how organisations (both private and public) should use information about individuals. It includes the rules that Greengage must follow and the rights that individuals have in respect of information about them.

32.2. You agree that Greengage may process Your personal data with the aim to establish a Business Relationship, open an Account, provide Services, execute other obligations under these or other applicable Terms.

32.3. You agree that Greengage shall be entitled to seek independent verification obtained from and about You in order to comply with certain laws and regulations that may apply to Us including but not limited to:

- Information relating to Your identity
- The purpose for holding any Accounts with Us
- Information relating to sources of income or wealth
- The source of any funds or assets deposited with Us
- Any other information that You have supplied to Us

You therefore grant Us the right to cooperate with third persons, including but not limited to, submitting requests, checking various data bases, in order to verify Your identity and accuracy of other data submitted by You for the KYC/AML/CTF and other purposes and with the aim to protect Our legal interests in Our relationship with You.

32.4. You agree that Greengage shall be entitled to process personal data given to it or held by it in relation to You for the purposes of implementing these Terms and/or account Application and Agreement and/or for any purpose in connection with any services or products, provide or offered to You by Greengage.

32.5. Where Client data is transferred outside of the United Kingdom or the European Economic Area, Greengage takes all reasonable steps to ensure that the recipient of such information keeps it safe and secure. You represent and warrant (if relevant) to Greengage that You have all necessary and relevant unambiguous consents and permissions of all relevant data subjects whose personal data is provided to Greengage by You to carry out the processing of personal data that these Terms anticipate, including any transfers of personal data within and outside to the jurisdictions noted herein.

32.6. You acknowledge and agree that particular circumstances exist whereby Greengage is exempted to disclose certain information in conformity with the Data Protection Act 2004 and in correlation with the relevant sections of the Proceeds of Crime Act 2015 (as amended 9th February 2021).

32.7. You acknowledge that Greengage will store Your personal data for a maximum legal or regulatory period applicable depending on the purpose of each type of data processing. The conditions for the collection, possession and access to personal data obtained by the Us and under the terms of accessing the Website, are governed by the General Conditions of the Website as well as Our Privacy Policy, which is available on the Website.

32.8. Our supervisory authority regarding personal data processing and protection matters is the Information Commissioners' Office (ICO). Please follow the link <https://ico.org.uk/> to get information about Your personal data processing and protection in the UK.

32.9. Regarding personal data issues You may contact Us through the e-mail address gdpr@greengage.co

33. Boilerplate terms

33.1. **Subcontracting.** We are entitled to make use of third parties as subcontractors or to provide services to Us that We use in connection with the provision of Services to You, and to change those third parties from time to time, as permitted under Applicable Law.

33.2. **Accuracy of Communication.** Subject to manifest error by Greengage the content of any Communication provided by Us will be deemed to be correct unless You validly query it within 14 days from either the date that You received it or the date it was deemed duly served upon You.

33.3. **Force Majeure.** We are not responsible for any losses which You may incur, or for any delay or failure in performing Our obligations under these Terms, if caused by circumstances that are beyond Our reasonable control or that were unforeseen (e.g., war, earthquakes, extreme weather, global pandemics, terrorist activities, industrial action etc...). This includes Force Majeure events that affect any of Our delegates, agents or service suppliers.

33.4. **Assignment and transfer.** These Terms are personal to You, and You may not assign, novate, declare a trust over the benefit of or otherwise transfer any rights or obligations under these Terms or relating to Your Account to another person without Our prior written consent. Any attempted or actual assignment, novation, declaration of trust or transfer by You, in whole or in part, without Our prior written consent, shall be null and void.

You hereby agree that Greengage may, by written notice to You, assign or transfer any of Our rights or obligations under these Terms to any one of Our affiliates, transferees and/or successors, including (without limitation) as a result of any corporate restructurings. You further agree that We may, at any time, transfer the provision of the Services, or any part thereof (including any or all data and user content) to Our affiliates, transferees and successors.

33.5. **No Waiver.** The failure by Greengage to exercise or enforce, or delay in exercising or enforcing any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.

33.6. **Third Party Rights.** Except as expressly provided in these Terms or under Applicable Law, a person who is not a party to these Terms has no rights to enforce or enjoy the benefit of any term of these Terms.

33.7. **Severability.** If any provision of these Terms is found to be illegal, void or unenforceable (in whole or in part), then such provision shall be severable from these Terms without affecting the validity or enforceability of any remaining part of that provision, or any other provision of these Terms, which shall remain in full force and effect.

33.8. **Entire Agreement.** These Terms constitute the entire agreement between You and Greenage in relation to its subject matter. These Terms replace and extinguish any and all prior agreements, draft agreements, arrangements, warranties, statements, assurances, representations and undertakings of any nature, whether oral or written, public or private, in relation to that subject matter (including, but not limited to, any prior versions of these Terms).

You acknowledge that by accepting these Terms, You have not relied on any oral or written statements, warranties, assurances, representations or undertakings which were or may have been made by or on behalf of Greengage in relation to the subject matter of these Terms at any time before Your acceptance of them ("**Pre-Contractual Statements**"). You hereby waive, to the fullest

extent permissible under Applicable Law, any and all rights and remedies which might otherwise be available in relation to such Pre-Contractual Statements.

33.9. **Governing law.** These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English Law.

33.10. **Jurisdiction.** Each party irrevocably agrees that subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these or its subject matter or formation. Nothing in this clause shall limit the right of Greengage to take proceedings against You in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the laws of such other jurisdiction.

33.11. **Void or Voidable.** If any parts or parts of these Terms become or are void or have ceased to have legal effect, then they shall be interpreted with the aim of achieving the intended object where to do so permits.