# iFAST Global Bank 

iFAST Global Bank
Terms and Conditions
Governing
Personal Bank Accounts and Services
[Effective from $8^{\text {th }}$ March 2024]

## KEY INFORMATION

## Our details

iFAST Global Bank Limited is a UK regulated bank that is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority. We operate under the trading name iFAST Global Bank. You can find us on the UK Financial Services Register (www.register.fca.org) with registered number 716167. Term 2.1 contains more information about us.

## Our services

- We provide multi-currency personal bank accounts that can hold all the following currencies: British Pounds, Hong Kong Dollars, US Dollars, Euro, Singapore Dollars and Chinese Yuan.
- You can only access and operate the personal bank accounts we offer digitally via Digital Banking, which includes our App and Online Banking.
- We can stop or prevent you from using Digital Banking in certain situations without notice, including where we are concerned about the security of your Account. If we do this, you will not have access to your Account.
- We do not currently offer debit or credit cards, cheque books or permit direct debits or overdrafts and we do not provide access to physical branches. Term 3 contains further information about the personal bank account and services.
- If you have a personal bank account with us, you can also open a personal fixed term deposit account and a personal notice account via Digital Banking. Term 5 contains more information about personal fixed term deposit accounts and personal notice accounts.


## How your money is protected

Your eligible deposits in Accounts with us are protected under the UK deposit guarantee scheme, up to a total of $£ 85,000$, if you are an eligible depositor. Term 2.23 contain more information about the scheme.

## Communications between us

You can contact us in any of the following ways:

- by audio and/or video call with our customer services team from 1am to 5:30pm (2am to $5: 30 \mathrm{pm}$ British Summer Time) on a UK Business Day via our Live Chat function;
- by emailing us at clienthelp@ifastgb.com;
- by using the App;
- by using Online Banking; and
- by post at iFAST Global Bank Limited, SQB, 77 Marsh Wall, London E14 9SH, United Kingdom.

We can contact you using a variety of ways, including by post, telephone, e-mail, text message, other electronic means, via the App or Online Banking. We will never ask you for your full Security Information or to transfer money into any new accounts. If someone does this, please end the call or other communication, and reach out to us immediately.

Term 2.12 contains more information about how you and we can communicate with each other.

## Fees and charges

The Fee Information Document contains a list of our fees and charges. You can also find this information in Digital Banking.

## Incorrect payments and payments to fraudsters

You are responsible for any payments made from your personal bank account if you give us wrong instructions, tell us to make the same payment more than once or if a fraudster tricks you into sending money. Term 7 contains more information on what happens if something goes wrong including if we make a mistake in making a payment.

## Your obligations and responsibilities

If you open a personal bank account with us, you will enter into a legal agreement with us, and you will have certain obligations and responsibilities. These include:

- complying with these Terms and the Agreement;
- ensuring you have enough money in your Account before you ask us to make a payment (including enough money for any fees to make a payment). If you do not have enough money in your Account, we will not make the payment;
- providing us with any information we reasonably ask for as soon as possible. If you do not provide this information when asked to, we may delay or refuse to process your payments or block access to your Account. We will not be responsible for any losses because of this;
- ensuring you keep your Account and Security Information secure as explained in Term 4;
- only using your Account for personal use and not for any business purpose; and
- reviewing your personal bank account statements regularly and letting us know as soon as possible if you think there are any unusual or incorrect payments.

Term 2.13 contains more information about your obligations and responsibilities, including your tax responsibilities.

## If you owe us money

If you owe us money (such as fees for making payments) and you do not pay it on time, we may take this money from any Account you hold with us to reduce the amount you owe us. This is called our right of set off and is explained in more detail in Term 2.14. We will notify you before we exercise our right of set off.

If you owe us money for more than 30 days, we may report this to credit reference agencies. This may affect your credit score and your ability to borrow money.

## Changing these Terms or the Agreement

We can amend these Terms and the Agreement and will normally provide you with two months' advance notice of such changes. In some cases, we can make changes without providing you with advance notice, for example if we change interest rates in your favour Term 2.6 contains more information about this.

## Closing your Account or ending the Agreement

Our Agreement does not have an agreed end date and continues until either you or we terminate the Agreement or if you or we close your personal bank account.

You can close your Account(s) or terminate the Agreement at any time by contacting us using the details in Term 2.12.

If you or we close your personal bank account, we will automatically close any personal fixed term deposit account and personal notice deposit account you have with us. The Personal Fixed Term Deposit Account Information Sheet and the Personal Notice Deposit Information Sheet contain information about any fees or penalties you may have to pay for closing these accounts. We can restrict, suspend or close any of your Accounts, Digital Banking or the Agreement:

- by giving you two months' notice; or
- in certain situations without giving you any notice, for example, if we suspect fraud or breach of law or regulation.

Terms 2.7 to 2.10 contain more information.

## Complaints

If you have a complaint in respect of our services, you can contact our customer services team at clienthelp@ifastgb.com. You may also be able to complain to the UK Financial Ombudsman Service at www.financial-ombudsman.org.uk. Term 2.22 contains more information regarding complaints.

## 1. Definitions and interpretation

1.1 Certain words or phrases in these Terms are capitalised and in bold. This means that they have a specific meaning, as explained below:
1.1.1 Account means any account that you have with us including a personal bank account, a personal fixed term deposit account and a personal notice account.
1.1.2 Agreement means the documents that are referenced in Term 2.3.2.
1.1.3 App means our app that allows you to have access to your Account via a mobile device such as a phone or tablet.
1.1.4 Application Form means the application form or an account opening form that we require you to complete to apply for an Account and banking services from us.
1.1.5 Business Day means any weekday other than a Saturday, Sunday or a bank or public holiday in England and Wales;
1.1.6 CHAPS means the Clearing House Automated Payment System, which is a same-day electronic payment system run by the Bank of England for processing payments in British Pounds.
1.1.7 Device means a digital tool that you can use to make payments or to otherwise use, access or carry out certain things on your Account. This includes, for example, a mobile phone, a tablet and a computer.
1.1.8 Digital Banking means the App and/or Online Banking.
1.1.9 EEA means the European Economic area, which includes all member states of the European Union from time to time and Iceland, Liechtenstein and Norway.
1.1.10 FCA means the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN (website: www.fca.org.uk) or any successor body or bodies.
1.1.11 Fee Information Document means the document issued by us that provides information about the rates, fees and charges applicable to your Account, as amended or updated by us from time to time.
1.1.12 FSCS means the UK Financial Services Compensation Scheme.
1.1.13 iFAST Affiliate means licensed entities located in Singapore, Hong Kong and Malaysia that are part of the iFAST group and associated companies of iFAST Global Bank.
1.1.14 iFAST Cash Account means the cash facilities associated with your investment account held with the iFAST Affiliate.
1.1.15 Online Banking means the online service provided by us that allows you to have access to and manage your Account via a secure site which is currently available at https://www.ifastgb.com/login.
1.1.16 Personal Notice Deposit Information Sheet means the terms and conditions issued by us that apply to your personal notice deposit account, as amended or updated by us from time to time.
1.1.17 Personal Fixed Term Deposit Information Sheet means the terms and conditions issued by us that apply to your personal fixed term deposit account, as amended or updated by us from time to time.
1.1.18 PRA means the Prudential Regulation Authority of 20 Moorgate, London, EC2R 6DA (website: www.bankofengland.co.uk) or any successor body or bodies.
1.1.19 Privacy Policy means our privacy policy published online at https://www.ifastgb.com/responsible-bank/privacy-policy, as amended or updated by us from time to time.
1.1.20 Security Information means any information that we use to keep your Account safe. This includes, for example, your customer profile number, login name, passwords, security codes (such as one-time passcodes / tokens) and biometric data (such as your fingerprint and face ID).
1.1.21 SWIFT means the Society for Worldwide Interbank Financial Telecommunication, which is a system to transfer money globally in various currencies.
1.1.22 Terms means these terms and conditions issued by us, as amended or updated by us from time to time.
1.1.23 Third-Party Provider means apps or websites that:
(a) make payments at your request from your personal bank account on your behalf; or
(b) provide account information to you about your personal bank account and other online payment accounts.
1.1.24 UK means the United Kingdom.
1.1.25 "you" and "your" means the person or people we provide the Account to.
1.1.26 "we", "us" and "our" means iFAST Global Bank Limited, trading as iFAST Global Bank.
1.2 You should interpret these Terms as follows, unless the context says otherwise:
1.2.1 the singular shall include the plural and vice versa;
1.2.2 a reference to "in writing" includes email or other electronic communication;
1.2.3 any phrase introduced by the term "including," "include", "in particular", "for example" or any similar expression is to be construed as illustrative only and does not limit the sense of the words following those terms; and
1.2.4 a time of day shall be construed as a reference to UK time.

## 2. <br> General

2.1 About us
2.1.1 We, iFAST Global Bank Limited, are authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority. You can find us on the UK Financial Services Register with registered number 716167.
2.1.2 We are a private limited company registered in England and Wales with company number 04797759. Our registered office is iFAST Global Bank Limited, SQB, 77 Marsh Wall, London E14 9SH.
2.1.3 We operate under the trading name iFAST Global Bank. iFAST Global Bank Limited is the legal entity that provides services to you.
2.1.4 The FCA is an independent body that regulates the financial services industry in the UK. You can contact the FCA at 12 Endeavour Square, London E20 1JN and on 03005008082.
2.1.5 The PRA is an independent body that is responsible for the prudential regulation and supervision of banks, building societies, credit unions, insurers and major investment firms in the UK. You can contact the PRA at 20 Moorgate, London EC2R 5DA and on 02034614444.
2.2 Purpose and availability of these Terms
2.2.1 These Terms are an important document as they set out how we will provide any Account and related banking services to you. It is important that you read these Terms carefully.
2.2.2 Please contact us if you need help understanding these Terms using the contact details set out in Term 2.12.1. You can also check our 'Frequently Asked Questions' page at https://www.ifastgb.com/help-centre/how-toguides.
2.2.3 You can ask us to send you a copy of these Terms via email at any time or you can download these Terms in pdf from Digital Banking.

### 2.3 The Agreement between you and us

2.3.1 By opening an Account with us, you are entering into a legal agreement with iFAST Global Bank and are agreeing to these Terms. This means that both you and we have certain responsibilities and obligations to each other.
2.3.2 Our Agreement with you is made up of the following documents, as amended from time to time:
(a) these Terms;
(b) the Fee Information Document;
(c) the Application Forms completed by you;
(d) if you have a personal fixed term deposit account, the Personal Fixed Term Deposit Information Sheet;
(e) if you have a personal notice account, the Personal Notice Deposit Information Sheet; and
(f) any other documents you and we agree forms part of the legal agreement between you and us.

### 2.4 When the Agreement becomes effective

2.4.1 The Agreement between us will start on the date that we notify you that we have opened your Account.
2.4.2 We are not required to provide you with an Account or any services until you have provided us with all the information we need, and we are satisfied that we have completed all our internal checks and processes. This includes, for example, conducting identity, source of funds, address verification and credit checks on you.

### 2.5 Duration of the Agreement

The Agreement does not have an agreed end date and will continue until either you or we end the Agreement. Further details about ending the Agreement are in Term 2.7.

### 2.6 Changes we may make to the Agreement

2.6.1 We may need to amend the Agreement from time to time for several reasons. For example, we could make changes to our charges, interest rates, exchanges rates or make changes to the Accounts or our services or introduce new services or features.
2.6.2 Unless otherwise required by applicable law, we will notify you of any changes to the Agreement by:
(a) notifying you via Digital Banking;
(b) putting messages on your statements; and/or
(c) sending you a separate written notice.
2.6.3 In addition, we may display a notice of changes on our website at www.ifastgb.com.
2.6.4 We will usually provide you with at least two months' notice of changes we intend to make to the Agreement except where, but not limited to:
(a) changes are required to comply with applicable law or regulation;
(b) we make changes to our interest rates in your favour; or
(c) we make changes to our exchange rate published on Digital Banking or;
(d) Adding new terms into this Agreement for new products, services or features as long as such new terms do not change the terms for any existing products, services or features.
2.6.5 If you do not accept the changes we propose to make, you may close your Account or end the Agreement before the changes comes into effect.
2.6.6 If we give you notice and do not hear from you, we will treat you as having accepted the changes.

### 2.7 How you can cancel or close your Account or end the Agreement

2.7.1 You have the right to cancel any Account you have with us or end the Agreement within the 'cooling off period' which is 14 days from the day after we confirm to you that we have opened your Account. In order to cancel the Agreement you need to give us notice by email to our customer services team at clienthelp@ifastgb.com.
2.7.2 You may also close any Account you have with us or end the Agreement at any time after the cooling off period by giving us notice by email to our customer services team at clienthelp@ifastgb.com.
2.7.3 If you close or cancel your personal bank account, we will also close any personal fixed term deposit account or personal notice account you have with us.
2.8 How we can restrict, suspend, or close your Account, Digital Banking or end the Agreement

We can restrict, suspend, or close any or all your Accounts or Digital Banking or end the Agreement:
2.8.1 at any time by giving you at least two months' notice; and
2.8.2 immediately, or by giving you less than two months' notice in the following situations:
(a) you have seriously or persistently broken this Agreement;
(b) you have given us any false, misleading or incomplete information;
(c) you or try to use your Account illegally or for criminal activity, such as for fraud, money laundering or other crime;
(d) you have acted inappropriately towards us such as by behaving in a threatening, abusive or unreasonable manner to our staff;
(e) money you owe us is outstanding for more than 90 days and we have served you with a notice regarding the money you owe us;
(f) we are required to do so by law or regulation;
(g) we reasonably think it is necessary to protect the security of the Account or the security of our systems or the accounts held by other customers;
(h) you have died or become incapacitated;
(i) you become bankrupt;
(j) if we become aware that there is a dispute between the joint Account holders;
(k) we stop supporting the App, Online Banking or both;
(I) the manufacturer of your mobile device or operating system withdraws the App or Online Banking;
(m) you do not use your Account for 12 months; (for example if you do not making any payments from your account)
(n) we reasonably suspect you are using your Account to send or receive payments to or from any business or person that exceeds our risk appetite (for example, from a person in a location we consider to be high risk); or
(o) we reasonably believe that we may break the law, regulation, code or duty if we maintain your Account or if keeping your Account exposes us to action or censure from any government, regulator or law enforcement agency.
2.9 When your personal bank account is closed
We will also close any personal fixed term deposit account and personal
notice account you have with us. You may also have to pay fees or
penalties if you or we close your personal fixed term deposit account or
personal notice account if you have not given us the required notice or
termination is before the end of the fixed term. The Personal Fixed Term
Deposit Account Information Sheet and the Personal Notice Deposit
Information Sheet contain information about any fees or penalties you
may have to pay for closing these accounts.
2.9.2 You will not be able to access Digital Banking for the Account - make sure you have downloaded all the information you need from Digital Banking before you close your personal bank account. You can email us to request copy of statements for a period of up to five years or for the period your personal bank account has been open if it was opened less than five years ago.
2.9.3 Our normal fees and charges set out in the Fee Information Document will continue to apply for using the personal bank account, such as charges for sending money.
2.9.4 This Agreement will end when your personal bank account with us is closed.
2.9.5 Once the Agreement ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding fees. After the Agreement ends, you and we will keep any rights each of us has under, or as a matter of, general law.
2.10 If you or we close only your personal fixed term deposit account and/or personal notice account, your personal bank account will remain open. However:
2.10.1 You will not be able to access Digital Banking for your personal fixed term deposit account or personal notice account, but you will still be able to access Digital Banking for your personal bank account.
2.10.2 You can email us to request copies of statements for a period of up to five years or for the period your personal fixed term deposit account or personal notice account has been open if it was opened less than five years ago.
2.10.3 You may also have to pay fees or penalties if you or we close your personal fixed term deposit account or personal notice account if you have not given us the required notice or termination is before the end of the fixed term. The Personal Fixed Term Deposit Account Information Sheet and the Personal Notice Deposit Information Sheet contain information about any fees or penalties you may have to pay for closing these accounts.

### 2.11 Transferring the Agreement

2.11.1 We can transfer, in whole or in part, our rights and responsibilities under this Agreement to another appropriately regulated person that we determine is capable and competent to carry out our responsibilities. We will give you two months' prior notice of our intention to transfer.
2.11.2 The Agreement is personal to you, and you cannot transfer your rights or responsibilities under the Agreement or your Account to someone else.
2.12 Communications between you and us
2.12.1 How can you contact us:
(a) by audio and/or video call with our customer services team from 1 am to 530pm (2am to 530pm British Summer Time) on a Business Day via our Live Chat function;
(b) by emailing us at clienthelp@ifastgb.com;
(c) by using the App;
(d) by post at iFAST Global Bank Limited, SQB, 77 Marsh Wall, London E14 9SH, United Kingdom.
2.12.2 How we can contact you
(a) We may need to contact you for several reasons throughout our relationship, including for example, if we need to discuss your Account or if we need to confirm any payment instructions that you have sent us. It is important that your contact details are up to date so that we can contact you safely and quickly. If you do not tell us of changes to your contact details, we will not be responsible if you do not get information or notices we send you.
(b) We can contact you using any or all the following ways:
(i) by post, telephone, e-mail, text message or other electronic means using the most recent contact details you have provided to us;
(ii) via the App or Online Banking by using messages in the App or Online Banking.
(c) If we think there is a security threat or fraud on your Account, we will contact you by text message, telephone or another secure method. We will ask you to verify your identity.
(d) We may record or monitor telephone calls and electronic communications between us and you for the purposes of monitoring and controlling the quality of our services, providing training and complying with legal and regulatory requirements.
2.13 Your obligations and responsibilities
2.13.1 By entering into the Agreement with us, you agree to:
(a) comply with the Agreement;
(b) make sure that you have enough money in your Account before you ask us to make a payment, including any fees to make the payment. If you do not have enough money in your Account, we may refuse to make the payment;
(c) provide us with any information we reasonably ask as soon as possible. If you do not provide this information when asked to, we may delay or refuse to process your payments or block all access to your Account. We will not be responsible for any losses because of this;
(d) ensure you keep your Account and Security Information secure as explained in Term 4;
(e) only use your Account for personal use and not for any business purpose; and
(f) review your statements regularly and let us know as soon as possible if you think there are any unusual or incorrect payments.
2.13.2 Your responsibilities relating to tax
(a) You have certain responsibilities related to tax including, for example, filing returns, paying taxes and following any other applicable laws and regulations. Your responsibilities depend on a range of factors, including where you live. It is your responsibility to make sure you follow the tax rules which apply to you. We cannot provide any tax advice to you.
(b) We may be required to withhold certain funds from your Account and pay these to the relevant tax authorities in certain circumstances.

We will let you know if we are required to do this, unless we are not allowed to inform you for legal or regulatory reasons
2.14 Reclaiming costs from you and reimbursing our costs
2.14.1 If you break the Agreement and it creates costs for us, we can claim reasonable costs from you. This could include legal costs, the costs of tracing you and taking steps to deal with the issue and enforcing the payment of any money you owe us whether in the UK or elsewhere. It could include charges for our services you have not paid. We will also charge you for any reasonable costs for communicating with you about what has happened.
2.14.2 If we receive a court order or other legal documents relating to your Account, we will ask you to pay any administration costs that we reasonably incur to comply with that court order or legal document. We will inform you of these costs before charging you.
2.15 If you owe us money
2.15.1 If you owe us money (such as fees for making payments) and you do not pay it on time, we may take this money from any Account you hold with us to reduce the amount you owe us. This is called our 'right of set-off.' We will inform you in writing at least 14 days before we use our right of set-off. We will only use this right where we consider it reasonable to do so and if the law allows us to.
2.15.2 Where the Account is in your name only, our right of set off allows us to take money in your Account to pay a debt only you owe or to pay a debt that you and someone else owes us together.
2.15.3 Where the Account is a joint Account, our right of set off allows us to take money in your Account to pay:
(a) a debt owed to us by one or more of the Account holders;
(b) a debt owed to us by one or more of the Account holders and someone else together.
2.15.4 If you owe us money for more than 30 days, we may report this to the credit reference agencies. This may affect your credit score and your ability to borrow money.
2.15.5 If we take money from an Account that is in a different currency to the amount you owe us, we can convert the money you owe us using our exchange rate published on Digital Banking on the date we take the money.
2.16 When we can refuse to make or receive a payment

We can refuse to make a payment from your Account or receive money into your Account if:
2.16.1 we need to conduct additional security or identity checks, such as confirming that we are dealing with the right person;
2.16.2 you do not have enough money in your Account to make the payment and any fees that we will charge on the payment;
2.16.3 the law or regulation requires us to;
2.16.4 we need to protect you or your Account from fraud;
2.16.5 making or receiving the payment would cause us to break any law or regulation;
2.16.6 we reasonably believe that someone else has rights to the money in your Account;
2.16.7 the payment is over a limit that we inform you of
2.16.8 the transaction seems unusual, and we want to investigate this further;
2.16.9 you have given us incorrect, unclear or ambiguous details for a payment;
2.16.10 you have not given us additional information about the payment that we have reasonably asked for, or the information you have given is not satisfactory to us;
2.16.11 you have asked us to send a payment by a certain means (for example, by CHAPS) and the other financial institution does not accept it;
2.16.12 if we believe it is necessary to comply with law, regulation, market practice or internal policies related to sanctions, anti-money laundering, terrorist financing and/or tax compliance; or
2.16.13 making the payment could mean we face action or criticism from any government, regulator or law enforcement agency.
2.17 Our responsibility to you
2.17.1 If you have any loss or damage that arises directly out of something that we have or have not done, you may be able to claim this loss back from us. However, you will not be able to claim any loss or damage back from us if:
(a) you have acted fraudulently or with gross negligence;
(b) you have broken the Agreement;
(c) we have not been able to follow the Agreement because of the law;
(d) abnormal or unforeseeable circumstances beyond our control means we were not able to follow the Agreement despite our best efforts to do so. For example, a strike, hardware breakdown or a problem with a payment system;
(e) we have not followed an instruction from you for a permitted reason we give in the Agreement;
(f) any equipment, software or user documentation which someone other than us produces for use with Digital Banking causes loss or damage to you;
(g) any service you use to access Digital Banking or which you access through digital banking which we do not control causes loss or damage to you;
(h) you use Digital Banking outside of the UK and this does not comply with any local laws;
(i) you have given us wrong, insufficient or inaccurate information such as the wrong account number or not updating us about a change in your contact details.
2.17.2 The above exceptions will not apply and nothing in the Agreement will stop us from being responsible if we:
(a) act fraudulently;
(b) act with gross negligence; or
(c) are at fault and the law does not allow us to exclude or limit our responsibility.
2.18 Use of your personal information and confidentiality
2.18.1 You have certain rights when it comes to your personal information including the right to access your data. Our Privacy Policy explains how we manage and use your personal information.
2.18.2 We treat any information you give us as confidential. However, we may share or disclose your information with others including:
(a) with iFAST Affiliates so we can provide your Account and services to you;
(b) where we are required to by law or regulation;
(c) where we have a statutory duty to do so. For example, we may have to share your information with tax authorities in the UK and other countries;
(d) if you agree that we may share the information; and
(e) where we reasonably consider that we need to disclose the information to protect ourselves or are required to provide such information, such as in a court case.
2.19 Fees and charges
2.19.1 You can find details of our fees and charges in relation to the services that we provide you on your Account in the Fee Information Document, in the App and Online Banking.
2.19.2 You authorise us to deduct any fees or charges set out in the Fee Information Document which are due and payable to us by you from any of your Account(s). Fees and charges will in the first instance be deducted from your personal bank account.
2.19.3 Other taxes or costs may apply to you that we do not charge and/or are not paid through us.

## Joint Account

2.20.1 A joint Account is where two or more people hold the same Account. If you have a joint Account with us, our Agreement is with all the Account holders and your responsibility under these Terms is joint and several. This means that you and any joint Account holder(s) are liable together, but also individually for all money due.
2.20.2 Any joint Account holder can use the Account. For example, one joint Account holder could make payments using Digital Banking or close the Account without the other joint Account holder's permission.
2.20.3 If we become aware that there is a dispute between the joint Account holders, we may suspend your Account or stop acting on your requests until the disagreement has ended.
2.20.4 We will normally send information about the joint Account to the contact information of the first named person on the Account unless the law requires us to send the information to all the joint Account holders. You can ask us to change the person who receives the information.
2.20.5 If one of the joint Account holders dies, the other joint Account holders will be able to continue to use the Account. We can transfer the Account to the name of the other Account holder(s) if you provide us with a certified copy of a death certificate.

### 2.21 Death or incapacity

2.21.1 If we become aware that you have died or become incapacitated, we may:
(a) close your Account and terminate this Agreement on notice with immediate effect; or
(b) suspend your Account until your properly appointed personal representative(s) or attorney instructs us.
2.21.2 If we become aware of your death, we will ask for a certified copy of your death certificate.
2.21.3 Where we become aware that you have become incapacitated, we will ask you for evidence that your attorney has authority to provide instructions to us regarding your Account.
2.22 How you can complain
2.22.1 If you have a complaint in respect of our services, you can contact our customer services team at clienthelp@ifastgb.com.
2.22.2 If you are not satisfied with how we have dealt with your complaint, you may be able to complain to the UK Financial Ombudsman Service, which is an independent organisation set up to help settle disputes between financial institutions and their customers.
2.22.3 You may contact the Financial Ombudsman Service by:
(a) post at Financial Ombudsman Service, Exchange Tower, London E14 9SR;
(b) telephone at 0800023 4567, 03001239123 or +442079640500 (if calling from abroad);
(c) email to complaint.info@financial-ombudsman.org.uk; or
(d) visiting their website at www.financial-ombudsman.org.uk.
2.22.4 You may also be able to complain to the FCA.
2.23 How the FSCS protects your money
2.23.1 We are covered by the FSCS, the UK's statutory deposit scheme. The FSCS can pay compensation to eligible depositors if a financial institution is unable to meet its financial obligations, up to a total of $£ 85,000$.
2.23.2 The 'FSCS Information Sheet' contains more information on the FSCS and eligible depositor protection and is available on Digital Banking and our website (www.ifastgb.com). You can also ask us for a copy of the 'FSCS Information Sheet' in paper.
2.23.3 For more information on the scope of FSCS protection (including the current limits, amounts covered and eligibility to claim). you can also visit the FSCS website www.fscs.org.uk or call the FSCS on 02077414100 or 08006781100.
2.24 Language

We will only write to you and communicate with you in English.
2.25 Enforcing the Agreement

We may choose not to enforce our rights under the Agreement. If we choose not to enforce the Agreement or delay enforcing it, this will not affect our rights under the Agreement, and we may choose to enforce later.
2.26 The law and courts that apply to our agreement

English law governs the Agreement and the relationship between you and us (including non- contractual claims or disputes). If you bring a claim against us in the courts, you must use the courts of England and Wales.

## 3. Your personal bank account

### 3.1 What services we provide

3.1.1 A personal bank account that can hold all the following currencies - British Pounds, Hong Kong Dollars, US Dollars, Euro, Singapore Dollars and Chinese Yuan.
3.1.2 You can only access and operate your personal bank account via Digital Banking, which includes the App and Online Banking. This means that you will only be able to make and receive payments from your personal bank account using Digital Banking and will not have access to any physical branches or telephone banking facilities. Further information about Digital Banking is in Term 5.
3.1.3 The personal bank account we offer does not:
(a) allow cash withdrawals;
(b) provide credit or debit cards;
(c) allow you to make instant payments
(d) allow you to set up direct debits or standing orders;
(e) provide arranged or unarranged overdrafts; or
(f) provide you with the ability to write or cash cheques.
3.2 Transferring money between your personal bank account and your iFAST Cash Account

You can transfer money between your personal bank account and your iFAST Cash Account but you must first give us consent to link your personal bank account and your iFAST Cash Account. Please check Digital Banking for more information.
3.3 Receiving money into your personal bank account
3.3.1 You can receive money into your personal bank account by:
(a) Faster Payments, CHAPS and SWIFT; and
(b) transferring money from your iFAST Cash Account, as explained in Term 3.2.
3.3.2 You can only receive money into your personal bank account in the currencies that we cover (British Pounds, Hong Kong Dollars, US Dollars, Euro, Singapore Dollars and Chinese Yuan). If someone sends you money in another currency, we may return the payment to that person.
3.3.3 We do not charge you for receiving money into your personal bank account. However, the sender's financial institution may charge a fee for processing the payment and they may deduct this from the total amount you receive. This means that you could receive less money than the sender sent.
3.3.4 When the money is available for use and for counting interest
(a) If you receive money into your personal bank account by 3pm on a Business Day, you will be able to use it, and it will count towards working out interest, on the same Business Day if:
(i) the money you receive is in the same currency as your personal bank account;
(ii) the money you receive is from another Account held with us or from an iFAST Cash Account in any currency;
(iii) your personal bank account is in British Pounds and you receive money in Euros; or
(iv) your personal bank account is in Euros and you receive money in British Pounds.

If you receive money into your personal bank account after 3pm on a Business Day or on a day that is not a Business Day, you will be able to use it, and it will count for working out interest, on the next Business Day.
(b) In all other situations, when you will be able to use the money and when it will count for working out interest will depend on the currency and the time we receive the money. You can ask us when the money will become available.

### 3.4 Paying money out of your personal bank account

3.4.1 You can only make payments out of your personal bank account by using the payment tools in Digital Banking (not via secure messaging). You cannot make payments from your personal bank account by telephone.
3.4.2 You can make a payment using CHAPS if you are sending money in British Pounds to someone who has an account in the UK. You must provide us with the bank identifier code (BIC), sort code, name of the person you are sending money to, their account number and the amount you wish to send.
3.4.3 You can make a payment using SWIFT if you are sending money to someone who has an account outside the UK or if you are sending money in a currency other than British Pounds to someone who has an account in the UK. You must provide us with the name and address of the person you are sending money to, the name of the financial institution that you are sending the money to, the SWIFT code or bank identifier code (BIC), the person's International Bank Account Number (IBAN) and the amount and currency you wish to send. We may also ask you for additional information, depending on the country you are sending the money to.
3.4.4 You can make a payment from your personal bank account to your iFAST Cash Account if you have provided us with consent to link your personal bank account and your iFAST Cash Account. Digital Banking has more information on how you can link your iFAST Cash Account.
3.4.5 Cut-off times
(a) Our cut-off time for all payments is 3pm (UK time) on a Business Day. This is the latest time we process payments instructions. If you send a payment request after 3pm or on a day that is not a Business Day, we will treat your payment request as received on the next Business Day. We only make payments on Business Days. Payments may take 5 business days to process

### 3.4.6 Additional security checks

We may need to carry out additional security checks when you request a payment. If we conduct additional checks on payments, this may increase the time it takes for the money to reach the recipient. We will not make the payment until we have completed these checks.
3.4.7 Fees and charges on making payments
(a) We charge fees for making certain payments, which are set out in the Fee Information Document. You can download the Fee Information Document from Digital Banking.
(b) In addition, international payments may pass through one or more financial institutions on its way to the recipient's account, who may apply their own charges before the money reaches the recipient. This could mean that the money the recipient receives is less than the amount you have sent.

### 3.4.8 Cancelling and changing payments

(a) You cannot generally cancel or change payments that you make. If you ask us to cancel or change a payment, we will try our best to do so. We will charge you a fee of $£ 25$ for each payment we successfully cancel.
3.5 Converting money in your personal bank account
3.5.1 We will not convert money we receive into your personal bank account into a different currency if the money is in a currency that we cover. For example, if you receive US Dollars, it will remain in US Dollars in your personal bank account unless you convert it to a different currency that we cover.
3.5.2 You can convert the money in your personal bank account to another currency that we cover. For example, if you have Hong Kong Dollars in your personal bank account, you can convert it to Singapore Dollars.
3.5.3 The exchange rates we use are set out in Digital Banking and we can change these exchange rates at any time without giving you notice.
3.5.4 Digital Banking will provide you with an indicative exchange rate before you convert the money. The exchange rate may change between the time you told us you wanted to convert they money and the time we actually carry out the conversion. This means that if you ask us to convert money, you may receive a little more or less back than what you had expected.
3.6 Information we will provide you with
3.6.1 Unless you have chosen differently, we will provide you with monthly PDF statements on your personal bank account through Digital Banking. Please review your statements regularly and let us know as soon as possible if you think there are any unusual or incorrect payments on your personal bank account.
3.7 What happens if something goes wrong
3.7.1 If we make a mistake on a payment
(a) Please let us know as soon as possible and within 13 months of the payment date if we make a mistake in making a payment. For example, if we do not make a payment you asked us to or send the wrong amount of money.
(b) Subject to (c) and (d) below, if we make a mistake:
(i) we will usually refund the money to you and pay you any interest that we should have paid so you are back in the position you would have been in if we had made the payment correctly; and
(ii) if we are late in making a payment to a financial institution in the UK or the EEA, you can ask us to contact the financial institution to make up any interest the recipient has lost.
(c) We will not refund you or be responsible to you if:
(i) we can prove that recipient's financial institution received the payment; or
(ii) you inform us of the mistake more than 13 months after the payment date.
(d) We can take back refunds we have made to you if we prove that the recipient's financial institution received the payment. We will give you reasonable notice before we do so.
3.7.2 If you give us incorrect account details
(a) It is important that you give us correct account details to make a payment. You are responsible if you give us wrong instructions or if you tell us to make the same payment more than once.
(b) We will do all we can to try to help you get the money back, but this is not always possible. We will charge you a fee of $£ 25$ if we are successful in getting your payment back.
(c) If we are not able to get the money back, you can write to us by email to ask us to give you all the information the financial institution that received the payment has given us.

### 3.7.3 If a fraudster tricks you

(a) Fraudsters may try to trick you into sending money into a wrong account or sending money for a reason that you thought was legitimate but was fraudulent. If a fraudster tricks you into sending money to a different account or for a fraudulent reason, please let us know as soon as possible.
(b) We will do all we can to try to help you get the money back, but this is not always possible. We will charge you a fee of $£ 25$ if we are successful in getting your payment back.
(c) If we are not able to get the money back, you can write to us by email to ask us to give you all the information the financial institution that received the payment has given us.
3.7.4 If someone has made a payment from your personal bank account without your permission
(a) If you think someone has made a payment from your personal bank account without your permission, including payments made by a Third-Party Provider, you must tell us as soon as possible and within 13 months of the payment date.
(b) Whether or not you are entitled to a refund depends on the circumstances, as explained in the table below:

| What has happened? | Will we refund you? |
| :--- | :--- |
| You have acted fraudulently. | No, we will not refund you in any <br> circumstances. |
| For example, if you lie about <br> not giving permission to a <br> payment so you can get money <br> refunded to you. |  |
| If you have not been fraudulent <br> but you have not complied with <br> your obligations under these | We will only refund you for <br> payments made after the date <br> on which you have informed us |
| Terms intentionally or with <br> gross negligence. | that you are concerned about <br> the security of your personal <br> bank account or your Device. |
| This would include, for <br> example, knowingly giving <br> your Security Information to <br> others or not putting a security <br> code or password on your <br> Device. |  |
| If you have not been fraudulent <br> and you have made a payment <br> to buy goods or services online <br> (other than payments made for | We will refund you. |


| gambling, lottery or financial <br> services) |  |
| :--- | :--- |
| If you have not been fraudulent <br> and we did not provide you with <br> a way to notify us of your <br> concern regarding the security <br> of your personal bank account <br> or Device. | We will refund you. |
| If you have not been fraudulent <br> and we did not check that you <br> authorised the payment in the <br> way we are legally required to. | We will refund you. |
| In any other situation where <br> someone takes a payment from <br> your personal bank account <br> without your permission. | We will refund you, but we may <br> ask you to pay up to £35 where <br> we felt you should have known <br> that your Device had been lost, <br> stolen or misappropriated |

(c) Where we must refund you, we will usually refund you by the end of the Business Day after you have told us about the unauthorised payment. This includes refunding the payment amount, refunding any charges and interest you have paid, and paying you any interest that we would have paid you. However, it may take us longer than a Business Day to refund you if we reasonably suspect fraud.
3.7.5 If someone pays money into your Account by mistake or fraud
(a) If another financial institution informs us that someone has made a payment into your Account by mistake or fraud, we can return the same amount or put a hold on the money so you cannot use it. We do not have to tell you before we do this although we will let you know what has happened.
(b) If we do not return the money which the payer's financial institution believes has been paid into your Account by mistake or fraud, we may be required to provide the financial institution with information about you, your Account and the payment so they can seek to recover the money.

### 3.8 Interest

The interest rate applicable to your personal bank account is published on our website We will give you two months' notice if we change the interest rate on your personal bank account if the change is not in your favour. We do not have to give you prior notice if we change the interest rate in your favour.

### 3.9 Using a Third-Party Provider

3.9.1 We will allow you to use a Third-Party Provider on your personal bank account if they follow the regulations that apply and are authorised by the FCA. This Agreement between us will still apply if you use a Third-Party Provider.
3.9.2 You should check the information the Third-Party Provider gives you carefully to make sure they are authorised. If you notice a problem while using a Third-Party Provider, please contact us as soon as possible.

### 3.9.3 Making payments using a Third-Party Provider

(a) If you ask a Third-Party Provider to make a payment from your personal bank account, we will treat it as if it is a request from you. This means that you will be responsible for any payments made as a result.
(b) Once a Third-Party Provider has initiated a payment, you cannot normally cancel it. You can cancel certain future payments.
(c) We will not be responsible to you if you have asked a Third-Party Provider to make payments from your personal bank account and they do not do this.
3.9.4 Third-Party Provider's access to your personal bank account
(a) If you agree to a Third-Party Provider having access to information about your personal bank account, we will assume that you agree to access being granted to that Third-Party Provider as often as they request it.
(b) We may stop a Third-Party Provider from having access to your personal bank account if we are concerned that a Third-Party Provider is acting fraudulently or without your permission. We will tell you about this unless it is unlawful, or it would compromise our security measures.
(c) We may require Third-Party Providers to access your personal bank account in a particular way. If we do this, we may stop them dealing with your personal bank account in any other way.
(d) If you no longer want a Third-Party Provider to have access your personal bank account, you should contact them directly.

## 4. Keeping your Account secure

4.1 You must do all you can to keep your Account secure and this includes following any instructions we give you in connection with the security of your Account. In particular, you should:

### 4.1.1 Keep your Device safe.

4.1.2 Keep your Security Information secure and confidential and do everything you can to prevent anyone from finding out your Security Information.
4.1.3 Do regular virus checks on the Devices you use for Digital Banking.
4.1.4 Change your Security Information if you suspect someone else knows them and tell us this as soon as possible.
4.1.5 Take care when you transfer a Device to someone else - for example, if you sell your smart phone or send it for repair.
4.2 You should not:
4.2.1 Let anyone else use your Device.
4.2.2 Tell anyone (other than a Third-Party Provider you have authorised) your Security Information.
4.2.3 Let anyone else access your Account or the information about it.
4.2.4 Use Security Information that is easy to guess such as your date of birth, name or address.
4.2.5 Stay logged into a Device that is not in your full control or possession.
4.2.6 Write your Security Information down in a way that others would easily understand.
4.3 If we contact you for any reason, we will never ask you for your full Security Information or to transfer money into any new accounts. If someone does this, please hang up and reach out to us immediately.

## 5. Digital Banking

5.1 Our provision of Digital Banking
5.1.1 Where we provide you with Digital Banking, we will grant you a nonexclusive, non-transferable, royalty-free license to use Digital Banking and software embedded in it to open and manage your Account. This license will terminate immediately when you close your Account.
5.1.2 We provide Digital Banking to you "as is" and it is your responsibility to use it appropriately.
5.1.3 We will use reasonable skill and care to ensure that Digital Banking is safe and secure and does not contain viruses or other damaging property, for example by incorporating security features into it. However, we cannot guarantee that this will be the case or that no damage will occur to your data, software, computer, mobile device or other digital content.
5.1.4 We will take reasonable care to ensure that any information we provide you through Digital Banking is an accurate reflection of the information we hold. However, there may be situations where this is not the case, including, for example, if we are conducting maintenance on Digital Banking. We will try to inform you of any planned maintenance as early as possible, and how it may impact your Account.

### 5.2 Using Digital Banking

5.2.1 To use the App, you must download and install the App on your Device from an app store that we recognise as safe, such as Google Play, Apple

App Store or App Gallery. When you download the App, you will have to provide us with certain Security Information.
5.2.2 You can use Online Banking by logging into the online portal at www.ifastgb.com.
5.2.3 Where you use Digital Banking to send a payment request, we will assume that you have given us permission to make the payment. Where the payment has been authenticated successfully using your Security Information, we will assume that you have done this.
5.3 Updates and availability
5.3.1 We may update Digital Banking from time to time, including, for example, to introduce new features or to update the App.
5.3.2 Depending on the update, you may have to update your browser or software or download the latest version of the App before being able to use Digital Banking. If you do not update as needed, certain features of Digital Banking may not work as intended and we will not be responsible if this causes problems for you.
5.3.3 Digital Banking will be available 24/7 unless:
(a) we are making changes to our systems or if we cannot provide the services for technical, security, legal or regulatory reasons or due to unusual events or circumstances beyond our reasonable control (for example, if a service provider stops providing services for any reason); or
(b) your mobile network, Device or internet connection fails.
5.3.4 Where we are updating Digital Banking or making changes to our system that affect the availability of Digital Banking, we will let you know about this and how long Digital Banking will be unavailable.
5.3.5 Sometimes, we may need to do unplanned maintenance on Digital Banking which may affect the availability of Digital Banking. If that is the case, we will try to let you know as soon as possible.
5.4 Things you must not do

You must not use Digital Banking for anything other than accessing and managing your Account. In particular, you must not:
5.4.1 use Digital Banking for anything illegal, fraudulent or inconsistent with our Agreement;
5.4.2 use Digital Banking on anyone else's Device;
5.4.3 copy, modify, alter or adapt any part of Digital Banking;
5.4.4 Use Digital Banking for business purposes;
5.4.5 use Digital Banking on a Device which contains or is vulnerable to viruses or other damaging properties or which does not have up-to-date anti-virus, anti-spyware software, firewall and security patches installed on it;
5.4.6 use Digital Banking in a way that could damage or affect our systems or security or interfere with other users, or restrict or inhibit anyone else's use of it;
5.4.7 collect data from us or our systems or attempt to decipher any transmissions to or from the servers running any of the functions provided by our services; or
5.4.8 upload any content which is or may be violent, threatening, liable to incite racial hatred, in breach of confidence or privacy, unlawful, discriminatory, abusive, defamatory, pornographic, obscene, indecent, profane or which may cause annoyance or inconvenience to any other user or person.

## 6. Additional product terms

6.1 Personal fixed term deposit account
6.1.1 If you have a personal bank account, you can apply to open a personal fixed term deposit account through Digital Banking. A personal fixed term deposit account is an account that provides a fixed rate of interest for a fixed period and does not permit withdrawals during this time.
6.1.2 Your personal fixed term deposit account is linked to your personal bank account. This means that if you or we close your personal bank account for any reason, your personal fixed term deposit account will also close.
6.1.3 The Personal Fixed Term Deposit Information Sheet and Digital Banking provides more information, including the term of the personal fixed term deposit account, the rate of interest and any fees or penalties you may incur for closing the personal fixed term deposit account early.
6.2 Personal notice deposit account
6.2.1 If you have a personal bank account, you can apply to open a personal notice deposit account through Digital Banking. A personal notice deposit account is an account that requires you to provide us with a specific period of notice before you can withdraw money from it.
6.2.2 Your personal notice deposit account is linked to your personal bank account. As such, if you or we close your personal bank account for any reason, your personal notice deposit account will also close.
6.2.3 The Personal Notice Deposit Information Sheet and Digital Banking provides more information, including the amount of notice you will have to give us to withdraw your money, the rate of interest and any fees or penalties you may incur for not giving enough notice to close the personal notice account.

