

iFAST Global Bank Terms and Conditions Governing Personal Bank Accounts and Services

[2nd May 2023]

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 (<u>www.register.fca.org</u>) 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 5:30pm 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 9th Floor, South Quay Building, 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 <u>clienthelp@ifastgb.com</u>. **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 <u>https://www.ifastgb.com/login</u>.

- 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. 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 9th Floor, South Quay Building, 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 0300 500 8082.
- 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 020 3461 4444.
- 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-to-guides.
 - 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:
 - (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**.

- 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
 - 2.9.1 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 1am to 530pm (2am to 530pm British Summer Time) on a **Business Day** via our **Live Chat** function;
 - (b) by emailing **us** at <u>clienthelp@ifastgb.com</u>;
 - (c) by using the **App**;
 - (d) by post at 9th Floor, South Quay Building, 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:

- 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;
- 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**.

2.20 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 <u>clienthelp@ifastgb.com</u>.
 - 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 0800 023 4567, 0300 123 9123 or +44 20 7964 0500 (if calling from abroad);
 - (c) email to complaint.info@financial-ombudsman.org.uk; or
 - (d) visiting their website at <u>www.financial-ombudsman.org.uk</u>.
- 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 (<u>www.ifastgb.com</u>). **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 <u>www.fscs.org.uk</u> or call the **FSCS** on 020 7741 4100 or 0800 678 1100.
- 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. For example, if you lie about not giving permission to a payment so you can get money refunded to you.	No, we will not refund you in any circumstances.
If you have not been fraudulent but you have not complied with your obligations under these Terms intentionally or with gross negligence. <i>This would include, for</i> <i>example, knowingly giving</i> your Security Information to others or not putting a security code or password on your Device .	We will only refund you for payments made after the date on which you have informed us that you are concerned about the security of your personal bank account or your Device.
If you have not been fraudulent and you have made a payment to buy goods or services online (other than payments made for gambling, lottery or financial services)	We will refund you.
If you have not been fraudulent and we did not provide you with a way to notify us of your concern regarding the security	We will refund you.

of your personal bank account or Device .	
If you have not been fraudulent and we did not check that you authorised the payment in the way we are legally required to.	We will refund you .
In any other situation where someone takes a payment from your personal bank account without your permission.	We will refund you, but we may ask you to pay up to £35 where we felt you should have known that your Device had been lost, 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.