



Please read the below Agreement (the **Terms**) before using the iMillion Account Services and Your iMillion Account. By clicking the relevant button You are agreeing to be bound by the Terms and Conditions set out below. For the use of additional services You may have to accept additional terms and conditions as notified to You when You are ordering or using such services.

You are advised to print or download and keep a copy of these Terms for future reference, however iMillion may update the Terms from time to time and You will be able to find the most current version at the iMillion Website.

iMillion are authorised by the Financial Conduct Authority (**FCA**) under the Electronic Money Regulations 2011 as amended by the Payment Services Regulations 2017, and are registered as an Authorised Electronic Money Institution for the issuance of electronic money and the provision of certain payment services. Our FCA register number is 900817.

Electronic money accounts are not bank accounts. By accepting these Terms You acknowledge that the UK's Financial Services Compensation Scheme (FSCS) does not apply to the iMillion Account Services. iMillion holds account balances in a nominee account in accordance with FCA rules and separately from iMillion's operational accounts. The segregation of Your money from iMillion's own assets means that, in the unlikely event of iMillion becoming insolvent, an insolvency practitioner would be able to identify Your monies and make sure they are returned as quickly as possible.

1. Parties

(1) You (You); and

(2) iMillion Limited, a private company limited by shares registered in England Wales with Company Number 10578908 and whose registered office and head office is at 33 Bruton Place, Mayfair, London, England, W1J 6NP (iMillion).

2. Definitions

Consumer: means an individual acting for purposes other than a trade, business or profession;

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

Excluded Assets: means any of the following:

- a) the property which is Your primary residence or any loan secured on that residence;
- b) Your rights under a qualifying contract of insurance within the meaning of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001; or
- c) Any benefits (in the form of pensions or otherwise) which are payable on the termination of Your service in employment or on Your death or retirement and to which You (or Your dependants) are, or may be, entitled.

Fees: means the charges payable by You to iMillion;

Fee Schedule: means the Schedule of Fees chargeable by iMillion under these Terms as available on the iMillion Website and updated from time to time.

HNW Individual: means a natural person who meets either of the following criteria:

- 1) having an annual income to the value of £100,000 (or equivalent in any other currency) or more during the financial year immediately preceding the date these Terms are agreed by You; or
- 2) holding net assets (excluding any Excluded Assets) to the value of £250,000 (or equivalent in any other currency) or more in the financial year immediately preceding the date these Terms are agreed by You.

iMillion Account Services: means the services provided by or on behalf of iMillion as set out at section 9 of these Terms;

iMillion Website: means the website operated by iMillion (as amended from time to time) for the provision of its services, accessible at www.imillion.co but for the avoidance of doubt excludes any external websites to which the website points by way of hyperlink or otherwise;

Micro-Enterprise: means an enterprise (whether or not a body corporate) whose annual turnover and balance sheet total, or both, does not exceed €2 million (or sterling equivalent) and employs fewer than ten people.

Payment Method: means any card payment systems (such as VISA, MasterCard, American Express or others, including national or local systems) or bank payment scheme (such as direct banking systems, direct debit systems or bank transfer systems);

Person: means an individual, a body corporate, an association, a partnership, a trust or any other entity or organisation;

Regulatory Requirements: means any law, statute, regulation, order, judgement, decision, recommendation, rule, policy or guideline passed or issued by any parliament, government, regulator or any competent court or authority or by any payment system (including but not limited to bank payment systems, card payment systems such as Visa, MasterCard or American Express or any other payment, clearing or settlement system or similar arrangement that is being used for providing the services under these Terms);

Small Charity: means a body whose annual income is less than £1 million and is

(a) in England and Wales, a charity as defined by section 1(1) of the Charities Act 2011;

(b) in Scotland, a charity as defined by section 106 of the Charities and Trustee Investment (Scotland) Act 2005;

(c) in Northern Ireland a body which is recognised as a charity for tax purposes by Her Majesty's Revenue and Customs;

Specified Services: means the third party services where You are permitted to utilise the iMillion central corporate account and as set out in the iMillion Website.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Working Day: means any day other than a Saturday or a Sunday or a public or bank holiday in England;

Your iMillion Account: means the electronic money account You open and maintain through the iMillion Website in accordance with these Terms.

3. Scope of these Terms

These Terms and Your acceptance of them govern the opening, use and closure of Your iMillion Account and use of the iMillion Account Services as referred to herein. Together with any other terms and conditions incorporated by reference in these Terms they constitute the agreement between You and iMillion.

4. Your iMillion Account

4.1. Your iMillion Account is an electronic money account which enables You to:

- (a) Place cash into the online payment account;
- (b) make electronic payments;
- (c) make and issue other payment instructions (including where funds are covered by a credit line); and
- (d) make withdrawals from the online payment account.

iMillion are licensed as an Electronic Money Institution by the FCA and the full list of authorised services that iMillion may provide can be found on the iMillion Website.

- 4.2. Your iMillion Account will be registered as a single online account with a unique identifier and with a base currency denominated in GBP Sterling.
- 4.3. You may hold other currencies in Your iMillion Account from a prescribed list that iMillion shall publish from time to time on the iMillion Website and these will be recorded as separate entries in Your iMillion Account.
- 4.4. You warrant that the electronic money held in Your iMillion Account belongs to You and no other Person has any rights in relation to the same.
- 4.5. You are not permitted to grant any legal or equitable rights or interests over Your iMillion Account, including, without limitation, the grant of any legal charge or assignment by way of security over Your iMillion Account.
- 4.6. iMillion will not pay interest on monies held in Your iMillion Account.
- 4.7. iMillion will charge a monthly holding fee on monies held in Your iMillion Account. Please see section 12 below.
- 4.8. You have the right to withdraw funds from Your iMillion Account at any time. However, You may be required to confirm Your identity beforehand.
- 4.9. Your iMillion Account may be subject to upload, payment and withdrawal limits, depending on Your country of residence and other factors used by iMillion to determine such limits from time to time at our sole discretion and notified to You from time to time.

5. Opening Your iMillion Account

- 5.1. By opening Your iMillion Account You represent and warrant to iMillion that:
 - (a) The opening of Your iMillion Account does not violate any laws or regulations applicable to You and doing so is legal in Your country of residence;
 - (b) You are 18 years or older;

- (c) All information provided by You or on Your behalf during the signup process or any time thereafter was, when given, and remains, accurate and truthful in all respects;
 - (d) You intend and shall only use Your iMillion Account for the purposes of a trade, business or profession
 - (e) You are not a U.S. person (as defined by the Internal Revenue Service of the United States) and are not acting for the account or benefit of any U.S. person, and that you are not located or resident in the United States;
 - (f) You are in compliance with all applicable anti-money laundering laws or regulations applicable in Your country of residence and also to England and Wales;
 - (g) You are not a Micro-Enterprise, Consumer or Small Charity; and
 - (h) If You are a private individual (and so not a body corporate or partnership) that you are a HNW Individual.
- 5.2. You must only use Your iMillion Account for commercial purposes, acting in the course of trade, a business or a profession. iMillion reserve the right to suspend or terminate Your iMillion Account if You use it for any other purpose as a breach of these Terms.
- 5.3. You shall inform iMillion in writing of any changes to Your business (including any change of control or constitution), business model or the goods and/or services it sells, leases or distributes or of any change to Regulatory Requirements to which it is subject (including but not limited to changes to or the revocation of the licences it requires for its business) which might have an adverse impact on iMillion's compliance with applicable law or any of its Regulatory Requirements, or Your credit and/or financial standing without undue delay prior to the change(s) coming into effect and You shall indemnify iMillion against all losses arising out of Your failure to notify iMillion of any such changes that are relevant for compliance with Regulatory Requirements applicable to iMillion or to You.

- 5.4. Insofar as You are not a Consumer, Micro-Enterprise or a Small Charity You consent and agree to the disapplication of certain of the Payment Services Regulations 2017 to these terms and to iMillion's contractual relationship with You.
- 5.5. Upon opening Your iMillion Account and at any time thereafter for purposes of complying with Regulatory Requirements, You shall provide iMillion with such information and evidence as iMillion may reasonably request, including information about the Your business, corporate structure and constitution, shareholders, partners, members, directors, key employees or, in the case of a trust, its beneficiaries. You shall provide, upon request, copies of financial information and other information in relation to Your business, including bank and/or trade references.

6. Operating Your iMillion Account

- 6.1. You may only add Payment Methods to Your iMillion Account if You are the named holder of the account for that Payment Method.
- 6.2. You must ensure that the information recorded on Your iMillion Account is always accurate and up to date and iMillion shall not be liable for any loss arising out of Your failure to do so.
- 6.3. Details of Your user and transaction history will be available via the online portal to Your iMillion Account or by email request to iMillion at any time during the lifetime of these Terms. Your user and transaction history shall display all fund uploads, payment remittances and fund withdrawals (including dates thereof) together with the fees charged and any currency conversion or exchange rates used (if applicable). Each transaction will be given a unique identifying number and show in Your transaction history.
- 6.4. You should check Your iMillion Account balance and transaction history regularly. You should report any irregularities or clarify any questions You have as soon as possible by contacting iMillion.
- 6.5. You must notify iMillion immediately on becoming aware of any unauthorised or incorrect transaction.

- 6.6. You must take all reasonable steps to keep Your iMillion Account password safe at all times and never disclose it to anyone.
- 6.7. Any message You receive or website You visit that asks for Your iMillion Account password, other than the iMillion Website should be reported to iMillion. If You are in doubt whether a website is genuine, You should contact iMillion
- 6.8. You must take all reasonable care to ensure that Your e-mail account(s) are secure and only accessed by You, as Your e-mail address may be used to reset passwords or to communicate with You. In case any of the e-mail addresses registered with Your iMillion Accounts are compromised, You should immediately on becoming aware of this contact iMillion and also contact Your e-mail service provider.
- 6.9. If You have any indication or suspicion of Your iMillion Account, login details, password or other security feature being lost, stolen, misappropriated, used without authorisation or otherwise compromised, You must contact iMillion immediately.
- 6.10. You must comply with the security procedures iMillion tell You about from time to time.
- 6.11. Any delay in notifying iMillion in respect of the above referred matters may not only affect the security of Your iMillion Account but will result in You being liable for any losses.
- 6.12. If iMillion think Your iMillion Account is at risk of fraud or a security threat, iMillion will use the fastest and most secure way of contacting You using the details You have provided to tell You what You need to do to help deal with that risk.
- 6.13. iMillion may suspend Your iMillion Account or otherwise restrict its functionality on grounds relating to the security of Your iMillion Account or any of its security features or if iMillion suspect that an unauthorised or fraudulent use of Your iMillion Account has occurred or that any of its security features have been compromised. iMillion will notify You of any suspension or restriction or refusal or any payment order or payment transaction and of the reasons for such suspension or restriction in

advance or, where iMillion are unable to do so, immediately after the suspension or restriction has been imposed, unless notifying You would be contrary to applicable Regulatory Requirements or compromise reasonable security interests.

- 6.14. From time to time iMillion may reasonably require You to confirm the accuracy of Your information or to provide documents or other evidence. Until You provide such information or other evidence, iMillion reserves the rights suspend the operation of Your iMillion Account and otherwise to act in accordance with any applicable Regulatory Requirements.

7. Closing Your iMillion Account

- 7.1. You may close Your iMillion Account by giving iMillion email notice in accordance with section 16.
- 7.2. If Your iMillion Account holds a balance at the time of its closure, iMillion will ask You to withdraw Your funds within a reasonable period of time, during which Your iMillion Account will be accessible for the purpose of withdrawing the remaining balance only. After the expiry of this period all funds held in Your iMillion Account will be forfeited.
- 7.3. If You want to access Your transaction history after the closure of Your iMillion Account, You will need to contact iMillion and request the information. iMillion reserves the right to charge You a fee for retrieval and reproduction of this information in accordance with the Fee Schedule. In accordance with its Data Policy, iMillion will only retain Your records and transaction history for as long as it is required to do so under the Regulatory Requirements and in any case no longer than 6 years from the date Your iMillion Account is closed.
- 7.4. Your obligations with regards to keeping Your iMillion Account safe as set out in section 6 shall continue to apply until You have withdrawn the whole of your balance from Your iMillion Account.
- 7.5. iMillion reserve the right to carry out any necessary money laundering, terrorism financing, fraud or other illegal activity checks before authorising any withdrawal of Your funds, including in relation to returning any funds to You after You have closed Your iMillion Account. You may be required

to provide identity documents or other evidence before being able to withdraw funds where You have not previously done so.

8. Uploading Funds

- 8.1. You can upload funds by remitting funds in accordance with the instructions sent by iMillion to You by email. You may be presented with a number of different upload methods, depending on which Payment Methods You have added to Your iMillion Account.
- 8.2. iMillion does not guarantee that any particular upload method will be available at all times or at any time, and may make changes to or discontinue the acceptance of any particular upload method at any time. iMillion shall not be responsible for the upload payment until the uploaded funds are received by iMillion.
- 8.3. You may be asked to answer security questions or to complete other activities that iMillion, or the payment service provider You use to upload funds to Your iMillion Account may reasonably require to ensure that you have properly authorised an upload transaction.
- 8.4. If You choose to upload funds using a Payment Method that may be subject to a right to claim funds back (a "**Chargeback**") such as (but not limited to) credit or debit card or direct debit, You declare that You will not exercise such Chargeback other than for unauthorised use of the Payment Method.
- 8.5. iMillion reserve the right to charge You fees and expenses which iMillion incur in connection with such Chargeback and any action which a third party may take to challenge the same.
- 8.6. If a Chargeback or reversal of an upload transaction results in a negative balance in Your iMillion Account, You will be required to repay such negative balance by uploading sufficient funds into Your iMillion Account. Repayment of the negative balance is due immediately without notice.
- 8.7. Uploaded funds will be credited to Your iMillion Account after the funds have been received by iMillion. Some upload transactions, such as those by credit or debit card, direct debit or direct banking will be credited to Your iMillion Account immediately, but are subject to reversal if the actual

funds do not reach iMillion within a reasonable time in which case iMillion will deduct such reversed transaction from the balance of Your iMillion Account. If Your iMillion Account balance is insufficient, iMillion reserve the right to require payment from You and to charge You for any additional expenses it bears arising from this breach of the Terms.

- 8.8. For the purposes of an upload transaction through a Payment Method, iMillion are an e-money issuer and will issue e-money in exchange for the uploaded funds. iMillion will not be acting as a payment service provider when receiving such funds.
- 8.9. Uploads may be subject to upload limits due to security and legal requirements. You can view these limits at any time by reviewing the relevant section on the iMillion Website.
- 8.10. Uploads are subject to fees including currency conversion fees (if applicable). Please see section 12 for details.
- 8.11. Before enacting the upload of funds You may choose which currency you wish to denominate the funds You intend to upload from the prescribed list published by iMillion from time to time. iMillion reserves the right to decline the upload in your chosen currency or convert such funds into GBP (in which circumstance currency conversion fees will apply).

9. Sending Payments

- 9.1. To send a payment You are required to authorise the payment. iMillion may also ask You additional security questions relating to You or Your iMillion Account.
- 9.2. Every recipient of a payment You wish to send through iMillion must have a valid means that iMillion can use for their identification, including but not limited to a recipient bank account number and sort code.
- 9.3. iMillion shall not be liable for any error You make when entering the recipient's means of identification.
- 9.4. You may send a payment via Your iMillion Account by either

- (a) completing their details, including recipient bank details and identifying the amount and currency to be sent in the online portal attached to Your iMillion Account; or
 - (b) instructing iMillion, by email, to make a direct payment in accordance with clause 9.5 below.
- 9.5. You may instruct iMillion to make payment on Your behalf from a central corporate account where such payment is to be made for the Specified Services. To benefit from this service, You will need to request this directly by email from iMillion and such payment will be subject to the terms set out in the conditions iMillion will send to You by email.
- 9.6. You may send multiple ('mass') payments to more than one recipient in accordance with the procedure set out on the iMillion Website. iMillion may require additional authentication and/or security steps from You (including, but not limited to, two factor authentication) to authorise the sending of such payments. The provisions of this section, and of these Terms generally, shall continue to apply to each payment sent to a recipient notwithstanding that they form part of a single mass payment.
- 9.7. iMillion may use third party intermediaries to complete the money transfer to a recipient if the recipient does not have a iMillion Account. Therefore when providing this service the funds will be instantly credited to the iMillion Account of the relevant intermediary. That intermediary shall then be responsible for ensuring the onward transmission of the payment to the recipient. Our obligations under these Terms for the onward transmission of funds shall be complete once such funds have been credited by iMillion to the iMillion Account of the relevant intermediary.
- 9.8. You may allow a third party that You wish to pay through iMillion on a regular basis to debit Your iMillion Account for each recurring payment. You authorise iMillion to debit the Payment Method) which You used to make the original payment also for each subsequent payment.
- 9.9. You can make recurring payments by setting up a recurring payment order on Your iMillion Account. You must identify the payee, payment amounts and frequency of payment in Your payment order. Unless

otherwise specified in Your order, these payments shall continue indefinitely until:

- (a) You give express instruction to iMillion by email to cancel a recurring payment from Your iMillion Account by giving 10 Business Days' notice of such cancellation to iMillion; or
 - (b) Your iMillion Account is suspended or terminated in accordance with these Terms; or
 - (c) Your iMillion Account is in a negative balance on or immediately before the day a recurring payment is due to be made.
- 9.10. iMillion may require additional authentication and/or security steps from You (including, but not limited to, two factor authentication) to authorise the setting up a recurring payment order.
- 9.11. iMillion will not be liable for any recurring payment(s) that are made before You have notified iMillion of the cancellation and if Your iMillion Account balance goes into negative balance as a result of such payment(s), You will be liable to make a repayment to iMillion to clear any negative balance.
- 9.12. Payments are subject to payment limits due to security and legal requirements. You can view these limits at any time in Your iMillion Account profile.
- 9.13. Sending payments is subject to fees including currency conversion fees (if applicable), please see section 12 below.
- 9.14. You acknowledge and agree that iMillion operates solely as a payment intermediary and that iMillion:
- (a) under no circumstances functions as a seller, buyer, dealer, middleman, retailer, auctioneer, supplier, distributor, manufacturer, broker, agent or merchant of any product or service; and
 - (b) makes no representations or warranties and does not ensure the quality, safety or legality of any product or service.
- 9.14. Once a payment order has been initiated in accordance with clause 9.4 You cannot revoke it.

10. Prohibited transactions

- 10.1. It is strictly forbidden to send payments as consideration for the sale or supply of: items which encourage or facilitate illegal activities, prepaid debit cards or other stored value cards that are not associated with a particular merchant and are not limited to purchases of particular products or services, third party processing or payment aggregation products or services, multi-level marketing, pyramid selling or ponzi schemes, matrix programmes or other “get rich quick” schemes or high yield investment programmes, goods or services that infringe the intellectual property rights of a third party or un-coded/miscoded gaming. iMillion reserve the right, in their sole discretion, to add categories of prohibited transactions by updating these Terms in accordance with section 17. This list is not exhaustive and it is Your responsibility to ensure that You do not use our services for transactions that may be considered illegal in Your jurisdiction.
- 10.2. You may not use our services if You are residing in certain countries. These countries will be listed on the iMillion Website and updated from time to time. This list is not exhaustive and iMillion may in our sole discretion decide to discontinue or restrict our services in other countries at any time and without prior notice. iMillion reserve the right to suspend or terminate Your iMillion Account at any time if iMillion reasonably believe to be required to do so under applicable Regulatory Requirements or in order to comply with recommendations issued by a relevant government authority or recognised body for the prevention of financial crime.
- 10.3. It is forbidden to use Your iMillion Account for any illegal purposes including but not limited to fraud and money laundering. iMillion will report any suspicious activity to the relevant law enforcement agency. You are prohibited from using Your iMillion Account in an attempt to abuse, exploit or circumvent the usage restrictions imposed by a merchant on the services it provides.
- 10.4. If You conduct or attempt to conduct any transaction in violation of the prohibitions contained in this section 10, iMillion reserve the right to: block

or reverse the transaction; and/or close or suspend Your iMillion Account; and/or report the transaction to the relevant law enforcement agency; and/or charge You a prohibition fee of £50 and/or claim damages from You.

11. Withdrawing funds

- 11.1. You can request a withdrawal of all or part of the funds held in Your iMillion Account at any time. To do this You must email iMillion or complete an online form selecting a withdrawal method and entering the amount to be withdrawn and otherwise in accordance with the email instructions provided by iMillion to You from time to time. Withdrawal methods are payment services provided, at least in part, by third party credit or financial institutions (for example, the bank where You hold a bank account. Where the withdrawal payment is received by You through the involvement of a payment service provider (such as the bank where You hold a bank account), iMillion shall not be responsible for the withdrawal payment once the withdrawn funds are received by Your payment service provider.
- 11.2. Your iMillion Account is subject to withdrawal limits. These will be set out from time to time on the iMillion Website.
- 11.3. If Your withdrawal request exceeds the current limit, iMillion may decline Your request and instead require You to send iMillion documents verifying Your identity and address before iMillion allow a withdrawal of funds or to otherwise cooperate with iMillion to verify Your identity.
- 11.4. Withdrawals are subject to fees including currency conversion fees (if applicable) Please see section 12 for details.
- 11.5. For the purposes of a withdrawal transaction, iMillion are a payer and not a payment service provider.
- 11.6. You must not make a withdrawal to a bank account or other Payment Method if You are not the named holder of that bank account or the other Payment Method.

12. Fees

- 12.1. Transaction related fees can be viewed at any time by accessing the Fee Schedule, or after they have been incurred, by looking at your transaction history. Fees are subject to change in accordance with section 17. Under certain circumstances as specified in these Terms and in the Fee Schedule, iMillion may charge additional fees.
- 12.2. Your transactions may be subject to currency conversions. If You make a payment between differently denominated currency balances held in Your iMillion Account a currency conversion will be automatically applied. If Your payment recipient's account is not denominated in the currency with which You have made payment, You will be charged for the relevant currency conversion. If You choose to make a payment in a currency that is neither a currency held in Your iMillion Account nor the currency of the recipient's account, You will be required to pay all relevant fees for the conversion of the payment into the currency of the payment recipient's account.
- 12.3. For every currency conversion, iMillion will apply the average daily interbank market rate published by a third-party foreign currency data provider (Reuters) to which, iMillion add a foreign exchange fee as set out in the Fee Schedule.
- 12.4. Our Fees are either expressed as a percentage of the transaction or as a fixed amount in GBP. Where fixed fee amounts are displayed in a currency other than GBP, this is for information purposes only.
- 12.5. Fees payable by You will be deducted from Your iMillion Account balance and You hereby authorise iMillion to do the same.
- 12.6. If the deduction of fees results in a negative iMillion Account balance, You will be required to repay such negative balance by uploading sufficient funds into Your iMillion Account. Repayment of the negative balance is due immediately without notice and iMillion reserve the right to charge You for any additional expenses it bears arising from this breach of the Terms.

13. Negative Balances

- 13.1. For the avoidance of doubt, You are not permitted to have a negative balance for Your iMillion Account at any time.
- 13.2. If circumstances arise that are not within iMillion's reasonable control or influence that result in a negative balance then, without prejudice to the obligations and remedies set out in the preceding sections, iMillion reserves the right to suspend Your iMillion Account and otherwise to terminate these Terms; and/or to charge a fee; and/or seek damages from You.
- 13.3. iMillion are not providing credit or any other form of advance to You.

14. Data and Confidentiality

- 14.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This section is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 14.2. In this section, **Applicable Laws** means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.
- 14.3. The parties acknowledge that for the purposes of the Data Protection Legislation, You are the Controller and iMillion are the Processor. The Data Policy set out on iMillion's website, as amended from time to time sets out the scope, nature and purpose of processing by iMillion, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 14.4. Without prejudice to the generality of clause 14.1, You will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to iMillion and/or lawful collection of the Personal Data by iMillion on behalf of You for the duration and purposes of these terms.

14.5. Without prejudice to the generality of clause 14.1, iMillion shall, in relation to any Personal Data processed in connection with the performance by iMillion of its obligations under these terms:

14.5.1. process that Personal Data only in accordance with the Data Policy unless iMillion is required by Applicable Laws to otherwise process that Personal Data. Where iMillion is relying on Applicable Laws as the basis for processing Personal Data, iMillion shall promptly notify You of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit iMillion from so notifying You;

14.5.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

14.5.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

14.5.4. not transfer any Personal Data outside of the European Economic Area unless with Your prior written consent and the following conditions are fulfilled:

(a) You or iMillion have provided appropriate safeguards in relation to the transfer;

- (b) the data subject has enforceable rights and effective legal remedies;
 - (c) iMillion complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) iMillion complies with reasonable instructions notified to it in advance by You with respect to the processing of the Personal Data;
- 14.5.5. assist You, at Your cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 14.5.6. notify You without undue delay on becoming aware of a Personal Data Breach;
- 14.5.7. at Your written direction, delete or return Personal Data and copies thereof to You on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 14.5.8. maintain complete and accurate records and information to demonstrate its compliance with this section and immediately inform You if, in the opinion of iMillion, an instruction infringes the Data Protection Legislation.

15. Liability

- 15.1. Neither You or iMillion shall be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any indirect or consequential loss or damage of any kind including punitive or exemplary damages or for any loss of profit or loss of contract, loss of goodwill or reputation, loss of opportunity, loss of revenue or third party loss whether foreseeable or otherwise.
- 15.2. iMillion shall not be liable for any losses arising from our compliance with legal and Regulatory Requirements.

- 15.3. For the avoidance of doubt, and save where otherwise expressly stated, iMillion shall not be liable for any other charges or interest incurred by You in relation any of the circumstances outlined in this section.
- 15.4. Unless otherwise governed by statute, the aggregate liability of iMillion in contract, tort, negligence or otherwise arising out of or in connection with these terms shall be limited to an amount equal to the aggregate revenue actually generated by iMillion with You pursuant these Terms during the calendar year in which the liability giving rise to the damages arises.
- 15.5. In case of an assertion by You that a payment made from Your iMillion Account (and/or using the iMillion Account Services) was unauthorised, or where a payment was incorrectly initiated or executed due to an error by iMillion or where You could not detect any misappropriation before the payment was made or where iMillion have caused the loss, iMillion shall, as soon as practicable and no later than within 2 days, refund the payment amount including all fees deducted therefrom.
- 15.6. If You assert at a payment made from Your iMillion Account (and/or using the iMillion Account Services) was unauthorised, You must provide evidence reasonably satisfactory to iMillion of the same within 10 Business Days of such assertion. If such evidence is not provided or is insufficient, iMillion may retrieve a sum equivalent to the payment amount and fees refunded to You pursuant to section 15.4 from Your iMillion Account, and if the funds held in Your iMillion Account are insufficient You must immediately upload sufficient funds into Your iMillion Account.
- 15.7. Where the unauthorised payment arises from Your failure to keep the personalised security features of Your iMillion Account safe in accordance with section 6 of these Terms, or if the transaction was unauthorised but You have acted fraudulently or compromised the security of Your iMillion Account with intent or gross negligence, to be determined by iMillion (acting reasonably) You shall be solely liable for all losses.
- 15.8. If You fail to notify iMillion immediately of any loss of Your password or other event that could reasonably be expected to have compromised the security of Your iMillion Account after You have gained knowledge of such event or if You fail to dispute and bring the unauthorised or incorrectly

executed transaction to our attention within a reasonable timescale You shall remain liable for losses incurred until You notify iMillion.

- 15.9. Without prejudice to the foregoing, You are asked to check the transactions history of Your iMillion Account regularly and frequently and to contact iMillion immediately in case You have any questions or concerns.
- 15.10. Our obligation under these Terms is limited to providing You with an electronic money account and related payment services and iMillion do not make any statement in relation to or endorsement of the quality, safety or legality of any goods or services provided by a iMillion customer or intermediary or any other third party funded through Your iMillion Account.
- 15.11. iMillion shall not be liable for the assessment or payment of any taxes, duties or other charges that arise from Your use of the iMillion Account or services provided in these Terms.
- 15.12. You agree to defend, reimburse or compensate iMillion and hold iMillion harmless from any claim, demand, expenses or costs (including legal fees, fines or penalties) that iMillion incur or suffer due to or arising out of Your or Your agents' breach of these Terms, breach of any applicable law or regulation and/or use of the services. This provision shall survive termination of the relationship between You and iMillion.

16. Termination and Suspension

- 16.1. iMillion may terminate Your iMillion Account or any payment service associated with it by email on 7 days' notice. You may terminate Your iMillion Account with iMillion at any time on 7 days' notice by email to iMillion or by completion of an online request form.
- 16.2. If Your iMillion Account has been registered for less than 6 months and You terminate the Your iMillion Account in accordance with these Terms, iMillion will charge You a termination fee as set out in the Fee Schedule.
- 16.3. Together with a termination notice or at any time thereafter iMillion may give You reasonable instructions on how to withdraw remaining funds from Your iMillion Account and within what period of time.

16.4. iMillion may at any time suspend or terminate Your iMillion Account without notice if:

16.4.1. You breach any condition of these Terms or any other condition applicable to specific services covered by separate terms and conditions;

16.4.2. You breach or iMillion have reason to believe that You are in breach of any law or Regulatory Requirement that is applicable to Your use of our services;

16.4.3. iMillion have reason to believe that You are in any way involved in any fraudulent activity, money laundering, terrorism financing or other criminal activity;

16.4.4. You suspend, or threatens to suspend, payment of debts or are unable to pay Your debts as they fall due or admit inability to pay Your debts or (being a company or limited liability partnership) are deemed unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) OR, You, being an individual, is deemed either unable to pay Your debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 or (You being a partnership) have any partner to whom any of the foregoing apply.

16.4.5. You commence negotiations with all or any class of creditors with a view to rescheduling any of Your debts, or make a proposal for or enter into any compromise or arrangement with any of Your creditors other than (You being a company or limited liability partnership) for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or for Your solvent reconstruction.

16.4.6. A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with winding up You (being a company, limited liability partnership or partnership) other than for a solvent amalgamation with one or more other companies or for Your solvent reconstruction;

- 16.4.7. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over You (being a company or limited liability partnership);
- 16.4.8. You (being an individual) are the subject of a bankruptcy petition, application or order;
- 16.4.9. Any event occurs, or proceeding is taken, in respect to You in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in 16.4.4 to 16.4.8 (inclusive);
- 16.4.10. You suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of Your business; or
- 16.4.11. iMillion considers, in its sole discretion, that the level of Chargebacks or complaints and/or other claims in relation to Your use of Your iMillion Account are unreasonable or are material to iMillion's business operations (including, without limitation, any reputational risk to iMillion).

Where Your iMillion Account is suspended or terminated in accordance with this clause 16.4, iMillion may charge a termination fee.

16.5. iMillion may suspend Your iMillion Account at any time if:

- 16.5.1. iMillion reasonably believe that Your iMillion Account has been compromised or for other security reasons; or
- 16.5.2. iMillion reasonably suspect Your iMillion Account to have been used or is being used without Your authorisation or fraudulently.

iMillion shall notify You either prior to the suspension or, if prior notification is not possible under the circumstances, promptly after the suspension unless iMillion are prohibited by law to notify You.

17. Changes to these Terms

17.1. These Terms and any additional terms and conditions that may apply are subject to change. Changes will be implemented with prior notice from iMillion under the procedure set out in this section.

- 17.2. iMillion shall give notice to You of any proposed change by sending an email to the primary email address registered with Your iMillion Account.
- 17.3. The proposed change shall come into effect 14 days after the date the change notice is deemed received under section 17. Save that changes that, in iMillion's reasonable opinion, make these Terms more favourable to You shall come into effect immediately if so stated in the change notice. Changes to exchange rates shall come into effect immediately without notice and You shall not have the right to object to such a change.
- 17.4. If You object to the changes, this shall constitute a notice by You to terminate and close Your iMillion Account. Your iMillion Account will be closed in accordance with the provisions of section 7 above.

18. Communication

- 18.1. iMillion usually contact You via email or in other ways described in this section with information regarding Your iMillion Account. However, iMillion will only contact You by email or by letter for the purposes of any notice or notices given or required under these Terms. For this purpose You must at all times maintain at least one valid email address in Your iMillion Account profile. It is Your responsibility to regularly check the proper functioning of Your email account or other methods of communication that You have registered with Your iMillion Account. You are required to check for incoming messages regularly and frequently. Emails may contain links to further communication on the iMillion Website. Any communication or notice sent by email will be deemed received by You on the same day if it is received in Your email inbox before 4.30 pm on a Working Day. If it is received in Your email inbox after 4:30pm on a Working Day or at any other time, it will be deemed received on the next Working Day.
- 18.2. Where legislation requires iMillion to provide information to You on a durable medium, iMillion will either send You an email (with or without attachment) or send You a notification pointing You to information on the iMillion Website in a way that enables You to retain the information in print format or other format that can be retained by You permanently for future reference. iMillion recommend You keep copies of all communications iMillion send or make available to You.

- 18.3. You can request a copy of the current Terms or any other contractual document relevant to You by contacting iMillion. iMillion reserve the right to charge a fee for providing additional copies of contractual documentation.
- 18.4. iMillion will never send You any emails with executable files attached or with links to any executable files. If You receive any email with such attachments, You should delete the message without clicking on the attachment. If You are unsure whether a communication is originating from iMillion, please contact iMillion.
- 18.5. Apart from communicating via email, iMillion may contact You via letter, SMS or telephone, where appropriate and where You have opted to permit us to contact You using these methods. However, iMillion will not serve any notice under these Terms by telephone or SMS.
- 18.6. Any notice given under or in connection with these Terms shall be in English. All other documents provided under or in connection with these Terms shall be in English and any communications, notices or information otherwise in connection with these Terms provided in any other language are provided for information purposes only.

19. Complaints

- 19.1. Any complaints about iMillion or the services iMillion provide should be addressed to iMillion in the first instance. You should clearly indicate that You are wishing to make a complaint to iMillion. iMillion will send You a complaint acknowledgement by post or by email within 48 hours of receiving Your complaint in accordance with our complaints procedure. You may request a copy of our complaints procedure at any time.
- 19.2. iMillion endeavour to provide You with an answer or resolution to Your complaint within the timeframes as outlined by the Financial Ombudsman Service. Should this not be possible due to unforeseen circumstances or lack of information, iMillion will contact You.
- 19.3. If Your complaint is not resolved to Your satisfaction, You may contact the Financial Ombudsman Service at Exchange Tower, London, E14 9SR, United Kingdom.

20. Miscellaneous

- 20.1. No person other than You and iMillion shall have any rights under these Terms and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.
- 20.2. Your iMillion Account is operated in the United Kingdom and these Terms shall be governed by and interpreted in accordance with the laws of England and Wales. Any dispute under these Terms or otherwise in connection with Your iMillion Account shall be brought exclusively in the courts of England and Wales except where prohibited by EU law.
- 20.3. If any part of these Terms is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.

21. No Partnership

Nothing herein will be construed to create a partnership, joint venture or agency relationship between You and iMillion. Neither party has authority to enter into agreements of any kind on behalf of the other.

22. Assignment

You may not assign any of Your rights under these Terms without the prior written consent of iMillion.