

BONDSMITH SAVINGS LTD

END USER TERMS AND CONDITIONS

GENERAL TERMS

1. INTRODUCTION

- 1.1 These End User Terms and Conditions ("**Terms and Conditions**") are the conditions on which Bondsmith Savings Ltd ("**Bondsmith**") and Bondsmith Savings Nominees Ltd ("**BSNL**") (together "**we**", "**us**" or "**our**") provide end users ("**you**" or "**your**") of our Services.
- 1.2 Bondsmith Savings Ltd (company registration number 11524247) has its head office at Bondsmith Savings Ltd Suite 1, 3rd Floor, 11-12 St James's Square, London, United Kingdom, SW1Y 4LB, and is authorised and regulated by the FCA under the Electronic Money Regulations 2011 for the issuing of Electronic Money and the Payment Services Regulations 2017 for the provision of payment initiation services, account information services (firm reference number 955601).
- 1.3 Bondsmith Savings Nominees Ltd (company registration number 13480386) has its head office at Bondsmith Savings Ltd Suite 1, 3rd Floor, 11-12 St James's Square, London, United Kingdom, SW1Y 4LB
- 1.4 These Terms and Conditions describe the terms and conditions that apply to your use of the Services:
 - 1.4.1 The Deposit Management Terms – Investment Platform section details the terms on which Bondsmith issues Electronic Money to you and subsequently makes available certain deposit products to you via the GoHenry Platform which you can use your Electronic Money to place deposit amounts into. The funds you place deposit products will be held with the selected deposit product provider by BSNL on your behalf under a bare trust. Please note that Bondsmith's issuance of Electronic Money is regulated and supervised by the FCA whilst BSNL's holding of deposits is not subject to regulation and supervision by the FCA.
- 1.5 You may not access or use the Services unless you agree to comply with the terms and conditions that apply to the Services. You should therefore read these Terms and Conditions carefully and make sure you understand them. If you do not understand any of the Terms and Conditions, please contact us before using the Services.
- 1.6 The Terms and Conditions apply from the point you apply to use our Services and, by applying and using the Services, you agree to be bound by these Terms and Conditions and acknowledge that they create legal, valid and binding obligations on you that are enforceable by us. The Terms and Conditions will continue until they are cancelled or end in line with the provisions set out below.
- 1.7 These Terms and Conditions apply in addition to any terms and conditions you may have with GoHenry and in respect of the GoHenry Platform through which you access the Services. We have no responsibility for the products and services provided to you by or through this party and

will not be liable to you for any harm, damage or loss arising from your use of the products and services provided by or through them.

- 1.8 You may view an up-to-date copy of these Terms and Conditions at any time through the GoHenry Platform or if necessary you can contact us to request a copy at any time.

2. ELIGIBILITY AND ONBOARDING

- 2.1 You can only use the Services if:

- 2.1.1 you are 18 or over;
- 2.1.2 you are a resident in and using our Services from the UK;
- 2.1.3 we are able to adequately verify your identity;
- 2.1.4 you agree to comply with all laws and regulations applicable to your use of the Services.

We may request further information from you at any stage if we need this in order to comply with our legal obligations or to provide our Services to you. If you do not supply any information that we request promptly, we may not be able to provide the Services to you.

- 2.2 You are obliged to keep the information set out in clause 2.1 up to date shortly following any changes, and should you not meet these requirements we reserve the right to suspend the Services to you in line with the termination provisions set out in clause 9.

- 2.3 You acknowledge that we have the right to delay your application to use our Services until all required documentation and information has been provided to us.

- 2.4 We will only start to provide the Services to you once we:

- 2.4.1 have received your duly completed application;
- 2.4.2 are satisfied that identity checks have been successfully completed as required by UK anti-money laundering regulations; and
- 2.4.3 have been provided with copies and/or details of any certifications necessary for tax requirements.

- 2.5 We reserve the right not to provide Services to you where doing so may lead us to breach any laws and/or regulations we are subject to. For example, if we are unable to verify your identity in accordance with our legal and regulatory requirements then we will not accept you as a user and will return any monies/reject any instructions to you that you have transferred/given to us in connection with you application (less any applicable charges).

- 2.6 If you are introduced to our services by/access our services through a third party (for example, an Intermediary), the third party may be able to verify your identity for the purposes of the UK anti-money laundering regulations. We may be entitled to accept the verification provided by the third party but we reserve the right to request additional information and documentation to satisfy our own anti-money laundering procedures.

- 2.7 You consent to us undertaking any electronic search we consider necessary for the purposes of verifying your identity and address. To do so, we may check details about you against certain databases that we have access to. We may also use your details in the future to assist other companies for verification purposes. A record of this search will be retained.
- 2.8 If we cannot verify your identity, we may ask you to provide certain original documents. You agree that we may pass on such information we obtain as part of this process as we consider necessary to relevant third parties to comply with applicable legal and regulatory requirements.
- 2.9 You acknowledge and agree that in meeting our obligations under these Terms and Conditions, we may disclose your identity, customer due diligence information and any other information reasonably required to Deposit Takers and as otherwise required by applicable law.
- 2.10 If, for any reason, we cannot provide our Services to you, we are not required to tell you the reason for this.
- 2.11 We reserve the right to reject your request to open an account with us for any reason, without providing you with reasons.
- 2.12 These Terms and Conditions shall begin on the date we accept your application for an account and shall continue until terminated in line with clauses 8 or 9.

3. FEES

- 3.1 The fees payable for each service are set out below within the relevant service specific terms and conditions.

4. COMMUNICATION BETWEEN YOU AND US

- 4.1 These Terms and Conditions are in English and all communications between you and us in relation to the Services will be in English.
- 4.2 We may contact you via GoHenry or directly if we are required to. If laws and/or regulations require that we have to contact or give you notice in writing, we will do so by e-mail, by hand or by post to the latest address for you that we have been provided with. You should therefore ensure that we are promptly notified if your email address or postal address changes at any point.
- 4.3 We may rely and act on all communications which we reasonably believe to have been made by you unless you indicate otherwise.
- 4.4 If you wish to contact us, then you can do so via GoHenry.

5. DOCUMENTATION AND STATEMENTS

- 5.1 We will provide you with monthly statements setting out:
- 5.1.1 the total balance of Electronic Money currently credited and debited to you in respect of the Services;
 - 5.1.2 information regarding your deposits;

5.1.3 any fees that you have occurred; and

5.1.4 any accrued interest that is yet to be paid,

through the GoHenry Platform.

5.2 Copies of such statements will also be stored on the Platform which you will be able to view by logging into your account. You acknowledge that you will also be able to log on to the Platform and obtain an up-to-date valuation and transaction history in respect of your Electronic Money.

5.3 Provided that we are given the information by the relevant Deposit Taker(s), we will provide you with an annual statement of interest setting out all interest received within the last relevant tax year for any Deposit Account(s) we are holding on your behalf. You acknowledge that we are not responsible for information that we display that has been provided to us by Deposit Takers. Where and if you identify any discrepancies with the information presented then please let us know immediately.

6. CANCELLATION

6.1 You have 14 days to cancel these Terms and Conditions beginning on the date we commence the provision of our Services or the date you receive this document, whichever is later. If you wish to cancel these Terms and Conditions, please notify us via the GoHenry Platform. Following receipt of your completed cancellation request, we will redeem any Electronic Money and return any Corresponding Funds to the account that it originated from as soon as reasonably practicable.

6.2 Certain Deposit Accounts accessed via the Services may grant depositors a right to cancel. Where a Deposit Account provides a cancellation right, we will only exercise the cancellation right where instructed to do so by all clients we hold the Deposit Account on behalf of (including you), and in compliance with any restrictions on the cancellation right (including, but not limited to, time limits).

6.3 A cancellation right is separate from any right to realise deposits standing to credit in a Deposit Account (in whole or in part), and therefore it may be possible for you to instruct us to withdraw your funds from a Deposit Account without requiring that we exercise a cancellation right (subject to the specific terms of the Deposit Account).

6.4 Once we have placed your money in a Deposit Account that does not have a right to withdraw funds (through any means) during the period in which you have to cancel these Terms and Condition, or you are unable to exercise such a right during this period (for any reason), you cannot cancel these Terms and Conditions. In such circumstances, you must wait until the Deposit Account permits withdrawals in accordance with its terms before terminating these Terms and Conditions.

6.5 If you request to cancel these Terms and Conditions then we will return to you any Corresponding Funds that have cleared, as soon as possible, and within 30 calendar days of your cancellation request. We will transfer your money back to the account in which it originated from.

6.6 You acknowledge that we cannot cancel a purchase of Electronic Money once you have placed the instruction to purchase it (by sending your Corresponding Funds to Bondsmith). However,

any Electronic Money which has been purchased may be redeemed, subject to any fees which we have notified you of from time to time.

- 6.7 If you do not use Electronic Money within 30 days of purchasing it (by redeeming it or giving us an instruction to deposit it in a Deposit Account available via our Services) we may, at our sole discretion, redeem that balance of Electronic Money and return the redemption proceeds to the originating account from which the purchase was made.

7. SUSPENSION

- 7.1 We can suspend access to your account where:

- 7.1.1 we know or suspect the security of your account has been compromised or there has been actual or attempted fraudulent, unauthorised or illegitimate use;
- 7.1.2 your account has or may be used for illegal purposes;
- 7.1.3 your account has been used in a manner that contravenes and/or breaches these terms;
- 7.1.4 the information in respect of you which we hold is not correct; and
- 7.1.5 we are required to cancel your account in line with our legal and regulatory obligations.

- 7.2 Provided we are allowed to do so under the laws we are subject to, we will endeavour to give you advance notice if we are to exercise our suspension rights, as well as the reason for doing so and how the matter can be resolved.

- 7.3 If we are unable to tell you about a suspension beforehand, we will endeavour to tell you of it immediately after (again, explaining why this action has been taken and how it can be resolved), but this is also subject to the laws we are required to follow allowing us to do so.

- 7.4 If your account has been suspended, you will not be able to:

- 7.4.1 access your account in any manner;
- 7.4.2 purchase or redeem E-Money;
- 7.4.3 deposit in or withdraw funds from any of the deposits that are offered to you,

and shall have no liability for refusing you carry out instructions from you in relation to the above.

- 7.5 Once the reason for suspension has ceased, we will reinstate your account as soon as reasonably possible.

8. YOUR RIGHT TO TERMINATE

- 8.1 You may terminate these Terms and Conditions by notifying us at any time. You can do this via the GoHenry Platform.

8.2 Following our receipt of your notice, these Terms and Conditions will terminate as soon as practically possible, and your Electronic Money will be redeemed, and all such Corresponding Funds will be transferred to the account they originated from, subject to the following:

8.2.1 where you have no funds in any Deposit Accounts, or you only hold funds in Deposit Accounts where it is possible to immediately withdraw your funds without detriment to any other client with funds in the Deposit Account, we will:

- (a) immediately withdraw all funds being held on your behalf in Deposit Accounts and use these to acquire Electronic Money
- (b) then redeem all Electronic Money you currently hold, and
- (c) then transfer all such Corresponding Funds to the originating account;

8.2.2 where you have funds in any Deposit Account which it is not possible for you to withdraw funds from until a specified date and/or where a withdrawal would detriment the remaining clients with funds in the Deposit Account, we will only use those funds to purchase Electronic Money, then redeem the Electronic Money and transfer the Corresponding Funds once we are able to withdraw from all of the Deposit Accounts held on your behalf without detriment to other clients.

Once all redemption proceeds from your account have been transferred to the originating account, these Terms and Conditions will be terminated and your account with us will close.

8.3 You agree and acknowledge that following your notification to terminate these Terms and Conditions, you are not permitted to submit any Account Instructions which would result in funds being placed in

8.3.1 a Deposit Account where it would not be possible to withdraw funds until a date after the latest maturity date of your current Deposit Accounts, or

8.3.2 a Deposit Account where withdrawing on or before the latest maturity date of your current Deposit Accounts would cause detriment to other clients with funds in the Deposit Account

8.4 Please note that we are not required to redeem any Electronic Money from your account where you make a request for redemption more than six years after the date of termination of these Terms and Conditions.

9. OUR RIGHT TO TERMINATE

9.1 We may terminate these Terms and Conditions by notifying you in writing.

9.2 Any termination of these Terms and Conditions shall be without prejudice to any rights that have accrued to either party.

Deposit Management Services

9.3 The termination notice shall take effect either:

9.3.1 two months after you having received our notification, or

9.3.2 upon the occurrence of the latest maturity date of your current Deposit Accounts, whichever is later.

9.4 When our notification takes effect, all proceeds from your Deposit Accounts will be used to acquire Electronic Money on your behalf and subsequently redeemed, and we will transfer any Corresponding Funds on to the account that the funds originated from and these Terms and Conditions will be terminated and your account will close.

9.5 You agree and acknowledge that where you receive a termination notification from us, you are not permitted to submit any Account Instructions which would result in the date of notification becoming effective being extended.

Termination in case of breach/legal requirement

9.6 We may terminate our agreement with you or suspend your access to any part of our Services at any time if:

9.6.1 you have acted in a manner that means these Terms and Conditions are unenforceable, void or discharged, for example:

- (a) you have given us any false information;
- (b) you are using the Services illegally or fraudulently;
- (c) you do not meet the eligibility criteria for our Services
- (d) you have seriously and/or persistently breached these Terms and Conditions;
or
- (e) you have become bankrupt, any similar step/proceedings have been commenced against you or you are otherwise unable pay your debts, or
- (f) we believe we are required to do so by law.

9.7 Should we decide to exercise such termination right, provided we are permitted to do so by applicable law, we will close your account, liquidate your Deposit Accounts (using the proceeds to acquire Electronic Money on your behalf) redeem your Electronic Money and return all Corresponding Funds to you.

10. CHANGES TO THESE TERMS

10.1 Subject to the below, we will give you at least two months' prior written notice via GoHenry of any intended material change to these Terms and Conditions, along with the new version of the Terms and Conditions.

10.2 If you do not agree with the proposed change(s) you must tell GoHenry before that change takes effect and you will have the right to terminate these Terms and Conditions at any time before the proposed date of their entry into force. If you do not contact us in order to tell us that you do not

accept the changes and request to terminate these Terms and Conditions you will be deemed to have accepted the change(s) and they will automatically take effect on the date specified in the notice.

10.3 Where you seek to terminate these Terms and Conditions, this will be effected in the manner specified in clause 8.

10.4 Any change to these Terms and Conditions which is required to be made to reflect a change of applicable law or regulation, or which is in your favour, may take effect immediately (without notice) or otherwise as we may specify. Where this occurs, we will attempt to notify you before the change takes effect if possible, but failing that, will notify you via GoHenry as soon as possible after the change becomes effective.

11. DATA PROTECTION

11.1 We will handle your personal in line with our Privacy Policy ("**Privacy Policy**") which can be found at www.bondsmith.com. Please note that this Privacy Policy is changed from time to time, please refer to our website for the most up to date Privacy Policy. If you are not comfortable with how we handle your information as explained in the Privacy Policy, you should not use our Services.

12. OUR LIABILITY TO YOU

12.1 If we do not comply with the Terms and Conditions then, subject to clauses 24 and 12.4, we will only be responsible to you for any loss or damage you suffer as a result of our breach of the Terms and Conditions. We will not be responsible under any circumstances for any loss or damage that was not foreseeable to both you and us at the time you entered into the Terms and Conditions (such as loss of profits or other opportunities).

12.2 We shall not be liable to you for:

12.2.1 any default, of any nature or for any reason, by any Deposit Taker holding the Hub Account or a Deposit Account in relation to returning the amount of any deposit(s) placed with such Deposit Taker, or in relation to any interest on that deposit;

12.2.2 any loss or damage suffered by you as a result of a Deposit Taker holding the Hub Account or a Deposit Account going into liquidation or a receiver, trustee, administrator or other insolvency practitioner being appointed or the equivalent proceeding in any applicable jurisdiction to the relevant Deposit Taker;

12.2.3 any loss or damage suffered by you as a result of the Services being unavailable for whatever reason; nor

12.3 any Event Outside of Our Control in accordance with clause 13.

12.4 We do not exclude or limit in any way our liability where we cannot exclude or limit our liability by law or regulation.

13. EVENTS OUTSIDE OUR CONTROL

- 13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions if it is caused by an Event Outside Our Control.
- 13.2 An Event Outside Our Control means any act or event beyond our reasonable control, and may include: the acts or regulations of any government, supranational body or authority; breakdown, failure or malfunction of any telecommunications or computer service or services; industrial disputes; and acts of war, terrorism, civil unrest or natural disaster.
- 13.3 If we become aware of an Event Outside Our Control that affects our provision of the Services or these Terms and Conditions, we will contact you as soon as reasonably possible.
- 13.4 Our obligations under these Terms and Conditions may be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will use reasonable endeavours to recommence the provision of the Services as soon as reasonably possible after the Event Outside Our Control is over.

14. COMPLAINTS

- 14.1 If you wish to complain about any of our Services, we have procedures designed to resolve your complaint effectively. We will give you a copy of our complaints policy on request.
- 14.2 To make a complaint you should contact GoHenry in the first instance, but we may handle complaints you make to GoHenry, concerning us.
- 14.3 If you do make a complaint to us directly, you can do so by emailing complaints@bondsmith.co.uk. We will aim to deal quickly and fairly with any complaints you have about our Services in accordance with our obligations under applicable law. We may, however, direct you to GoHenry if your complaint relates to the services of the GoHenry Platform through which you accessed our Services.
- 14.4 If your complaint relates to the issuance of Electronic Money and/or provision of Payment Services and we do not resolve it to your satisfaction, you may be able to refer it to the UK Financial Ombudsman Service. You can contact the UK Financial Ombudsman by telephone on: from inside the UK: 0800 023 4567; from other countries: +44 20 7964 0500 on Monday to Friday, 8am to 8pm and on Saturday 9am to 1pm; by post at The Financial Ombudsman Service, Exchange Tower, London E14 9SR; or by email: complaint.info@financial-ombudsman.org.uk. The UK Financial Ombudsman Service is also available in a number of different languages and if you need it you will be put in touch with a translator when you contact the [UK Financial Ombudsman Service](#).

15. CONFLICTS OF INTEREST

- 15.1 In case conflicts arise between our interests (and companies within the Bondsmith group), those of our employees and/ or our clients, and also between clients themselves, we will identify and handle all conflicts in line with our conflicts policy (a copy which can be provided on request).

16. OTHER IMPORTANT TERMS

- 16.1 A waiver of any right or remedy under these Terms and Conditions is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 16.2 A failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 16.3 No single or partial exercise of any right or remedy provided under these Terms and Conditions or by law shall preclude or restrict the further exercise of any such right or remedy.
- 16.4 Unless specifically provided otherwise, rights arising under these Terms and Conditions are cumulative and do not exclude rights provided by law.
- 16.5 If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected.
- 16.6 These Terms and Conditions constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of these Terms and Conditions.
- 16.7 Each party acknowledges that, in entering into these Terms and Conditions, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions.
- 16.8 Each party agrees that its only liability in respect of those representations and warranties that are set out in these Terms and Conditions (whether made innocently or negligently) shall be for breach of agreement.
- 16.9 You shall not, without our prior written consent, assign, transfer, charge, mortgage, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.
- 16.10 Nothing in these Terms and Conditions is intended to, or shall operate to, create a partnership between the parties.
- 16.11 Except as expressly provided in these Terms and Conditions:
- 16.11.1 neither party authorises the other party to act as agent for it; and
 - 16.11.2 neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 16.12 A person who is not a party to these Terms and Conditions shall not have any rights under or in connection with it.

17. GOVERNING LAW

17.1 These Terms and Conditions are governed by the laws of England and Wales and are subject to the non-exclusive jurisdiction of the courts of England and Wales.

18. FUNDING THE DEPOSIT MANAGEMENT SERVICES

- 18.1 You will purchase Electronic Money and this will then be used to place funds into deposits. The funds you wish to place in Deposit Accounts shall be transferred by the GoHenry Platform from the Funding Account on your behalf following you placing an Account Instruction via the GoHenry Platform. These funds will be used to acquire Electronic Money, which you will be able to use to acquire interests in deposit accounts. The terms and conditions you have with the GoHenry Platform shall govern the manner in which such transfers shall be made.
- 18.2 We accept no liability for any costs, delays and/or loss of tax benefits you suffer where there is an error, issue and/or delay in funding our Services due to an error by you and/or the GoHenry Platform and/or GoHenry in effecting such a transfer when entering the payment information.
- 18.3 We reserve the right to refuse to accept any particular funding transaction in our sole discretion, without giving reason for our refusal.
- 18.4 We will not accept a transfer of funds from any source other than the Funding Account, and will (provided we are permitted by applicable law) return such funds to the originating account without crediting them to any Deposit Account.

19. ACCOUNT INSTRUCTIONS

- 19.1 We require an Account Instruction to:
- 19.1.1 purchase Electronic Money;
 - 19.1.2 fund a Deposit Account by:
 - (a) using you Electronic Money; and
 - (b) another Deposit Account;
 - 19.1.3 withdraw funds from a Deposit Account and use this to acquire Electronic Money; and/or
 - 19.1.4 withdraw funds from the Services by redeeming Electronic Money.
- 19.2 Account Instructions may only be placed via the GoHenry Platform in accordance with the terms and conditions you have with GoHenry. GoHenry, via the GoHenry Platform (or an entity acting on its behalf), shall communicate your Account Instruction to us on your behalf. We will not accept any Account Instructions which are transmitted to us via other means.
- 19.3 We may, in our sole discretion, elect not to effect any Account Instruction if we reasonably believe one or more of the following applies:
- 19.3.1 we have received incomplete Account Instruction;
 - 19.3.2 your security details for the GoHenry Platform have been compromised and/or it is not you has asked for the Account Instruction to be communicated;
 - 19.3.3 we suspect that you and/or the Account Instruction is connected with fraudulent and/or criminal activity (including where you may be the victim of such activity);

- 19.3.4 we would be involved in some form of criminal activity and/or would break the law if we were to carry out the Account Instruction;
 - 19.3.5 the regulations we are subject to prohibit us from carrying out the Account Instruction;
 - 19.3.6 effecting the Account Instruction would cause us to breach some other form of duty, requirement or obligation we have (for example, under a contract with someone else);
or
 - 19.3.7 we would be at risk of enforcement action from a government, regulator or law enforcement agency if we effected the Account Instruction.
- 19.4 We may also elect not to effect any Account Instruction if we, in our sole discretion, consider the resulting transfer will be rejected by the relevant Deposit Taker for any reason.
- 19.5 Provided it is permissible under applicable law, we will notify you by telephone or in writing by email if we exercise either of these rights (as well as the reason for doing so and how it may be resolved).
- 19.6 If we cannot do this, provided we are allowed to do so, we will inform you of us taking such action after.

Funding your account and purchasing Electronic Money

- 19.7 When you place an Account Instruction to have placed funds with our Services, the funds received by us from the Funding Account in relation to your Account Instruction will be used to acquire Electronic Money in your name which Bondsmith will be issue to you.
- 19.8 The Electronic Money will be issued to you once Bondsmith has received your cleared Corresponding Funds from the Funding Account. You are responsible for ensuring that you have sufficient cleared funds in your Funding Account to purchase Electronic Money.
- 19.9 You acknowledge that:
- 19.9.1 We are not responsible for the length of time it takes payments to clear to or from your account as this is outside of our control; and
 - 19.9.2 We will only issue Electronic Money to you once we have actual receipt of cleared funds and not the acceptance of your Account Instruction.
- 19.10 No interest will be earned on your Electronic Money or the Corresponding Funds in respect of your Balance.
- 19.11 Your Corresponding Funds shall be held in a pooled ring-fenced bank account that Bondsmith uses solely for holding Corresponding Funds (often referred to as a 'safeguarding account'). Bondsmith is treated as holding this account and the Corresponding Funds on trust for you under the Electronic Money Regulations 2011.
- 19.12 The funds held in this account are protected against any claims from any of Bondsmith's other creditors including any enforcement proceedings or insolvency proceedings that might be brought against Bondsmith.

- 19.13 Bondsmith is responsible to you for taking due care in the selection and appointment of the provider of this account. Although we are not liable for any acts, omissions or default by the provider, we will endeavour to enforce our rights where we consider this benefits our clients as a whole.

Funding a Deposit Account

- 19.14 You may, via the GoHenry Platform, arrange for GoHenry to give us instructions to place Electronic Money on your behalf into one or more Deposits Account.

- 19.15 Where you wish to fund this with your Electronic Money balance, you are giving us express consent to redeem your Electronic Money with the requisite deposit amount and transfer the relevant Corresponding Funds to the relevant Deposit Taker on your behalf.

- 19.16 Once you submit your Account Instructions, you acknowledge that

19.16.1 your Electronic Money balance and the balance of Corresponding Funds we hold for you will be debited,

19.16.2 the proceeds will be transferred to BSNL (acting as your bare trustee); and

19.16.3 used to fund the selected Deposit Account which BSNL will hold on your behalf as bare trustee.

An Account Instruction of this nature will only be carried out once you hold sufficient Electronic Money to fulfil the Account Instruction.

- 19.17 You may also arrange for GoHenry to give us instructions to transfer funds already held in a Deposit Account to another Deposit Account. This will be treated as a withdrawal from the first Deposit Account and then a placement so the funds into the second Deposit Account.

- 19.18 If we are unable to withdraw the funds from the existing Deposit Account for any reason, we will not carry out the Account Instructions and advise you of this via the GoHenry Platform.

- 19.19 Where we are instructed to place funds into Deposit Accounts, we will arrange to open an account (or multiple accounts) with the relevant Deposit Taker offering the Deposit Account(s). The time required to open different Deposit Accounts depends on the Deposit Taker, but in certain circumstances may be up to ten Business Days.

- 19.20 You acknowledge that your rights under a Deposit Account are subject to the terms and conditions of the relevant Deposit Taker.

- 19.21 The applicable net interest rate for each Deposit Account will be confirmed to you via the GoHenry Platform once the relevant Deposit Taker has accepted your monies.

- 19.22 Subject to the terms and conditions of the relevant Deposit Taker, payments into the Deposit Account will normally be credited by close of business on the Business Day following the day on which the Deposit Account is opened.

- 19.23 In relation to opening Deposit Accounts, we are entitled to rely on any information you have already provided and information provided about you by third parties. If we ask you for further

information in accordance with these Terms and Conditions and you do not promptly provide it, or if the information provided by you is incorrect or incomplete or becomes incorrect or incomplete, we may not be able to carry out the Services and we shall not be responsible for any loss suffered by you as a result (including from potential lost interest).

- 19.24 Some Deposit Accounts may only be available for a limited period and/or have specific eligibility criteria. The GoHenry Platform will display any eligibility criteria for a Deposit Account via the GoHenry Platform.
- 19.25 Where a Deposit Account has eligibility criteria, we may reject any Account Instructions to fund such a Deposit Account where you do not satisfy the eligibility criteria.
- 19.26 If, for any reason, we are unable to place your funds in your specified Deposit Account, your Corresponding Funds will be returned to the Funding Account.

Withdrawing funds from a Deposit Account

- 19.27 You may arrange for the submission of Account Instructions to withdraw funds from a Deposit Account, in line with the terms and conditions of the GoHenry Platform. These terms and conditions may place restrictions on the scope of the Account Instructions you may place.
- 19.28 In accordance with the underlying terms and conditions of a Deposit Account, it will not generally be possible to withdraw monies from a Deposit Account before the expiry of any fixed term or a given notice period applicable to it. In the event that withdrawals are possible, any such withdrawals may result in charges or penalties being applied or interest being forfeited in relation to your proceeds. We will try to minimise the impact of any such charges or penalties in those circumstances, but we cannot guarantee that there will not be any.
- 19.29 Withdrawals are dependent on the relevant Deposit Takers accepting and acting on instructions to make the requested transfers in a timely way. We do not accept responsibility for any of the Deposit Takers failing to transfer monies in the timescales required for any particular withdrawal.
- 19.30 Where a Deposit Account is subject to a fixed term, in good time prior to the maturity date of the Deposit Account, the GoHenry Platform will inform you or your Intermediary through the GoHenry Platform about your options on maturity.
- 19.31 Upon:

- 19.31.1 an Account Instruction to withdraw funds from a Deposit Account being effected, and/or

- 19.31.2 a maturity of any Deposit Account,

the proceeds payable to you will be temporarily transferred to the Hub Account and then used to acquire Electronic Money issued by Bondsmith (in the same manner as described above), pending further Account Instructions, subject to any notice periods applicable to the withdrawal.

Redeeming Electronic Money

- 19.32 You will be able to provide us with an Account Instruction to redeem your Electronic Money.

- 19.33 This can be done at any time, subject to procedural restrictions, via the instruction displayed on the GoHenry Platform and will be effected by way of a money transfer to the originating account.
- 19.34 We will calculate your Electronic Money balance daily, as well as the value of the funds we hold on your behalf, and communicate this to the GoHenry Platform.
- 19.35 You may only request a redemption amount up to the amount of Corresponding Funds that we hold for you.
- 19.36 Please note that any request for redemption of Electronic Money, will not include:
- 19.36.1 amounts which have already been subject to a redemption request;
 - 19.36.2 amounts being held for you in a fixed term Deposit Account where the term has not yet matured;
 - 19.36.3 amounts being held in notice period Deposit Account where the notice period for a withdrawal has not yet expired; or
 - 19.36.4 amounts which have been withdrawn from a Deposit Account but have not yet been issued to you as Electronic Money.
- 19.37 Where you redeem Electronic Money, the value redeemed will be debited from your Electronic Money balance and the associated Corresponding Funds for the redeemed amount will be transferred to you.

20. STATUS OF THE ACCOUNTS

- 20.1 You acknowledge that the opening of any Deposit Taker Account may be outside of our control and that responsibility for opening each Deposit Taker Account shall lie with the relevant Deposit Taker and not us.
- 20.2 You acknowledge and agree that the Hub Account and each Deposit Account held under the Services (together, the “**Deposit Taker Accounts**”) will be opened in BSNL’s name but held on trust for clients, including you, who have deposited funds into such Deposit Taker Accounts. BSNL will also hold all funds contained within the Deposit Taker Accounts on trust for each of the clients who have deposited funds within the Deposit Taker Accounts in accordance with their proportionate beneficial interests in such funds.
- 20.3 Your money held in the Hub Account and any Deposit Account may be pooled with money belonging to other clients, which means that you would not have a claim against a specific sum in a specific account. In such circumstances any claim which you might have would be against the pool in general.
- 20.4 We will only use the funds that we hold on your behalf for the purpose of:
- 20.4.1 placing them within Deposit Accounts you have selected in accordance with these Terms and Conditions;

20.4.2 paying expenses associated with opening and holding the Deposit Accounts you have selected;

20.4.3 paying any charges or other monies which you owe us or a third party.

20.5 Where an expense is payable in respect of a Deposit Account which is held on your behalf (for example, fees payable to a Deposit Taker as a result of negative interest rates), this expense shall be deducted from your funds held within that Deposit Account. If the Deposit Account is held on a pooled basis, the expense shall be allocated amongst the relevant clients on a pro rata basis in accordance with their proportionate beneficial interests in the relevant Account.

20.6 Neither you nor we can:

20.6.1 lend,

20.6.2 use as security for a loan,

20.6.3 create any lien, charge, security or other encumbrance over

the Corresponding Funds, the Hub Account, any Deposit Account, the funds contain in either, the documentation evidencing title to either, or any rights associated in respect of any of these.

20.7 We reserve the right to close, without prior notification, any Deposit Account in relation to which there are no outstanding Account Instructions and where we reasonably believe that there will be no new Account Instructions in the foreseeable future.

21. INTEREST PAYMENTS

21.1 In respect of interest earned on any Deposit Account:

21.1.1 where this is paid on maturity of a Deposit Account, this will be held by Bondsmith as Corresponding Funds and Bondsmith will immediately issue you with the corresponding Electronic Money, alongside your original capital deposit;

21.1.2 where this is paid periodically, this will be retained within the relevant Deposit Account until withdrawn by you from that Deposit Account or the Deposit Account reaches maturity.

21.2 Interest payable to you will be calculated according to your ongoing balance in a Deposit Account (whether held by you directly, or held on your behalf), and the period of time in which you have a balance in the Deposit Account. We will round interest payments due to you to the nearest penny.

21.3 Where interest payments are displayed on the GoHenry Platform, these may be rounded down to the nearest penny, and therefore show you the minimum amount of interest you will be paid. This is to take account of the fact that Deposit Amounts may be pooled and to prevent rounding errors misleading you as to the amount you will be due. The figure displayed should be taken as only being indicative of the interest you will be paid, and we will not rely on it when making payments to you.

- 21.4 A proportion of the interest that accrues on amounts placed in Deposit Accounts on your behalf will be payable to us by the Deposit Taker (such amount being the “**Bondsmith Interest**”).
- 21.5 The Deposit Taker may pay interest on amounts placed in Deposit Accounts net or gross of Bondsmith Interest:
- 21.5.1 If it is paid net of Bondsmith Interest, they will pay the Bondsmith Interest directly to us and only the remaining interest, to which you are absolutely entitled, will be paid into the Deposit Account or held by Bondsmith as Corresponding Funds and Bondsmith will immediately issue you with the corresponding Electronic Money,;
- 21.5.2 If they pay interest into the Deposit Account gross of the Bondsmith Interest, all interest that accrues on the relevant amount will be paid into the Deposit Account or paid into the Hub Account at which point the interest payable to you will be transferred to Bondsmith to be held by Bondsmith as Corresponding Funds and Bondsmith will immediately issue you with the corresponding Electronic Money. The proportion that constitutes Bondsmith Interest will be retained in the Hub Account be the beneficial property of Bondsmith.
- You shall have no entitlement to, or rights in respect of, such amount of Bondsmith Interest, and Bondsmith shall be free to withdraw it from the Deposit Account/Hub Account at any time and shall generally do so as soon as possible.
- 21.6 The interest rates on Deposit Accounts displayed on the GoHenry Platform will always displayed net of any Bondsmith Interest applicable.

22. EXECUTING PAYMENT TRANSACTIONS

- 22.1 Any Account Instruction submitted by you to Bondsmith requesting an action in relation to your acquisition, use or redemption of Electronic Money (a “**Payment Transaction**”) shall, subject to paragraph 22.2 below, be deemed received
- 22.1.1 if submitted before 15:30 GMT on a Business Day, on the Business Day it is submitted;
- 22.1.2 if submitted after 15:30 GMT on a Business Day, on the next applicable Business Day;
or
- 22.1.3 if the instruction is not submitted on a Business Day, it will be deemed to have been submitted on the next applicable Business Day.
- 22.2 Any instruction for an execution of a Payment Transaction on a specific day or period of time is deemed to have been received on that specific day or period of time.
- 22.3 Payment Transactions are executed by the end of the Business Day following the deemed receipt of instructions by us.
- 22.4 You may not withdraw your consent to any Payment Transaction if, under this clause 22, it is deemed to have been received.

23. ISSUES WITH TRANSACTIONS

- 23.1 If you have complaints relating to any Payment Transaction(s) executed by Bondsmith as part of these Terms and Conditions , please contact GoHenry.
- 23.2 If a Payment Transaction is executed with errors due to a fault by Bondsmith, the Payment Transaction will be cancelled and your account will be restored to a state disregarding the execution of that erroneous Payment Transaction. Bondsmith will then attempt to execute the Payment Transaction again without error.
- 23.3 To dispute a transaction, please contact GoHenry without undue delay following your actual awareness, or circumstances which ought to make a reasonable person in your position aware, of the issue with the transaction. In any event, a notification cannot be made later than 13 months following the date of the relevant transaction.
- 23.4 If you would prefer to contact Bondsmith directly in relation to clauses 23.1 and 23.3, you can do so by writing to complaints@bondsmith.co.uk
- 23.5 Upon reviewing your transaction pursuant to clause 23.3 and verifying its legitimacy, Bondsmith will cancel the transaction and provide temporary credit to your Electronic Money balance. Upon a full investigation of your transaction, if it is concluded that your dispute relating to a transaction is not successful, Bondsmith retains full permission to:
- 23.5.1 reverse any transactions which have taken place;
 - 23.5.2 retrieve any temporary credit added to your account with us; and / or
 - 23.5.3 make any other decision to adjust your Electronic Money balance.

24. ERRORS AND UNAUTHORISED TRANSACTIONS:

- 24.1 Should there be an error and/or unauthorised transaction, or a suspected error and/or unauthorised transaction, then you must notify Bondsmith of this as soon as possible.
- 24.2 If you believe that there has been an unauthorised Payment Transaction or you suspect a Payment Transaction has not been processed correctly, you must notify us as soon as you become aware of it, and no later than 13 months from the date the payment is debited from your account. If we are not notified within this period then we may not be able to correct such error.
- 24.3 Should an unauthorised transaction take place, then subject to clause 24.3 and 24.4.4, we will refund your Electronic Money balance with the respective amount as soon as possible, and in any event no later than the end of the Business Day following the day on which we become aware of the unauthorised Payment Transaction. Should we subsequently become aware that we are not responsible for that unauthorised Payment Transaction, then we will deduct the amount of the refund from your Electronic Money Balance or, you agree that you will be required to pay to Bondsmith the amount of the refund if there are insufficient funds.
- 24.4 Bondsmith are not required to refund an unauthorised transaction where:

24.4.1 Such unauthorised Payment Transaction has occurred as a result of your security details being compromised and Bondsmith was not been notified of this;

24.4.2 Bondsmith can prove that the transaction was properly authenticated by you; or

24.4.3 Bondsmith can prove that a third party has received the payment amount.

In these circumstances, we will provide you with reasonable assistance to obtain a refund of such payment amount from the relevant third party.

24.4.4 Except for where you have acted fraudulently, or with intent or with gross negligence have failed to comply with these Terms and Conditions, where an unauthorised Payment Transaction is made from your account as a result of:

24.4.5 a transaction resulting from the use of your security details being lost or stolen;

24.4.6 where you have failed to keep your security details safe; or

24.4.7 where your security details were easily guessed,

you will be liable for up to £35 for any losses incurred

24.4.8 You will be liable for all losses incurred following an unauthorised Payment Transaction where you:

24.4.9 have acted fraudulently; or

24.4.10 with intent or gross negligence have failed to comply with these Terms and Conditions.

24.5 In the event that your Electronic Money balance has been credited by mistake, we will take it out and return it to the correct persons. We endeavour to notify you of this prior to such action, but if this is not possible, we will notify you as soon as possible thereafter.

25. CHARGES

25.1 We will not charge you for executing payment transactions.

26. USING THE SERVICES THROUGH AN INTERMEDIARY

26.1 We will not be responsible for any losses you incur as a result of acting or deciding to act on the advice or recommendation of any third party (including your Intermediary) in relation to the Services.

26.2 You acknowledge that it is your responsibility (or the responsibility of your Intermediary) to keep your financial circumstances and objectives under review, and to assess whether placing your money in Deposit Accounts through the Services is suitable for your needs.

26.3 We have no responsibility for monitoring any ongoing service that may be provided to you by your Intermediary.

- 26.4 Should you choose to employ the services of an Intermediary, your Intermediary is responsible for agreeing with, and disclosing to, you their fees that relate to the service that they provide to you in respect of your use of the Services.

Executing Intermediary

- 26.5 Where you instruct an Intermediary to operate the Services on your behalf, the GoHenry Platform will inform us of this.
- 26.6 Where notified, we will treat your Intermediary as your agent for the purposes of making the Services available to you and we will act on any Account Instructions that have originated from your Intermediary as if they were Account Instructions that originated from you.
- 26.7 If your Intermediary's ongoing service comes to an end (for example, because you choose to cancel the service or your Intermediary chooses to terminate its relationship with you or ceases business), we will continue to hold the monies for your benefit.
- 26.8 If the relationship between you and your Intermediary comes to an end, you may appoint a new Intermediary to ensure that using the Services remains suitable for you.
- 26.9 We may contact and deal directly with you even though you have appointed an Intermediary, including where we know or reasonably suspect that your relationship with your Intermediary has come to an end.

27. TAXATION

- 27.1 It is your responsibility to determine what, if any, taxes apply to the payments you receive in connection with the Services ("**Taxes**"). It is solely your responsibility to assess, collect, report, or remit the correct Taxes to the proper tax authority. We are not under any obligation to determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any Deposit Account on your behalf. You acknowledge that we may make certain reports to tax authorities in the United Kingdom and overseas regarding your Deposit Accounts and Electronic Money and any amount held for your benefit in the Hub Account.

28. FSCS PROTECTION

- 28.1 If you are eligible for FSCS protection and the Deposit Taker with which a Deposit Account or Hub Account is held is a member of the FSCS (see below), you may in certain circumstances be entitled to receive compensation from the FSCS in the event that the Deposit Taker is unable to meet its obligations.
- 28.2 Please note that Deposit Takers located outside the UK are not covered by the FSCS and the compensation arrangements governing them will depend on the country or jurisdiction in which they are regulated. Compensation schemes in overseas jurisdictions may not offer equivalent protection to that provided by the FSCS and may offer a lower amount of compensation. The amount of cover available to you will depend on your status and the country involved. If you choose to place a deposit where no FSCS protection is available (for example because the protection of an equivalent overseas scheme is available or the FSCS scheme does not apply to

you), you may be accepting the risk of insolvency of the Deposit Taker in respect of all or a greater part of the relevant deposit.

- 28.3 BSNL holds all funds within the Hub Account and Deposit Accounts on trust, and therefore an insolvency practitioner would not generally view such funds as forming part of Bondsmith's estate. As such, those funds should not be available to Bondsmith's creditors and should be distributed to clients, including you, following the deduction of the insolvency practitioner's costs, and any other costs that are deductible under applicable law.
- 28.4 The limits for FSCS compensation may change from time to time. You should always check www.fscs.org.uk for the current limits. Please note that this limit applies to your total holdings with a Deposit Taker and us (as applicable), and therefore includes all the cash you may hold with any Deposit Taker or us, whether through the Services or outside of it.
- 28.5 In the event of Bondsmith's insolvency please note that Electronic Money is not covered by FSCS, however your Corresponding Funds are held on trust and subject to a statutory regime whereby these assets will be ring-fenced from the claims of non-Electronic Money holders until the liabilities to you have been satisfied.
- 28.6 In the event of the insolvency of the deposit taker which provides the account where Corresponding Funds are held, any shortfall in the Corresponding Funds will be shared proportionately by you and our other clients the Corresponding Funds were held on behalf of, but you may be entitled to compensation under the FSCS.

DEFINITIONS

1.1 In these Terms and Conditions, the defined terms shall have the following meanings:

“**Account Instruction**” means instructions submitted to us via the Platform for placing or withdrawal of funds to or from Deposit Taker(s) and/or instructing us to issue or redeem Electronic Money;

“**Authorised Custodian**” means Clearbank, which is the bank that is approved to hold the Corresponding Funds under a safeguarding account;

“**Available Balance**” means the amount you are capable of withdrawing from the Services at any given point.

“**Business Day**” means a day on which Deposit Takers are open for business in the United Kingdom;

“**Corresponding Funds**” the money we hold for you in a safeguarding account and which corresponds to your issued Electronic Money;

“**Deposit Account**” means an account opened by us in our name (on a designated bare trust basis) on behalf of either you or certain clients, including you, on you/their instruction, as beneficiaries with a Deposit Taker;

“**Deposit Taker**” means a bank, building society or other recognised financial institution that is authorised to accept deposits;

“**Event Outside Our Control**” has the meaning given in clause 13.2;

“**FCA**” means the Financial Conduct Authority and any successor organisation;

“**FSCS**” means the Financial Services Compensation Scheme, being the scheme established pursuant to the Financial Services and Markets Act 2000 under which deposits placed with Deposit Takers authorised by the FCA are afforded protection against default of the relevant Deposit Taker up to a certain amount per depositor per Deposit Taker and includes any successor scheme or entity under any succeeding or subsequent legislation;

Electronic Money means monetary value, stored electronically (including magnetically) and which represents a claim on Bondsmith;

“**Funding Account**” means an account at a Deposit Taker that the GoHenry Platform has established for the purposes of holding client funds in relation to their investment activities to be carried out on the GoHenry Platform;

"GoHenry" means GoHenry Limited, a company incorporated under the Companies Act 2006 (Company No. 06146113) and having its registered office at Stirley House Ampress Lane, Ampress Park, Lymington, United Kingdom, SO41 8LW.

"GoHenry Platform" means the investment services platform provided to you by GoHenry, through which the Services can be accessed;

"Hub Account" means a designated bare trust account opened and maintained by us in BSNL's name on behalf of our clients generally, including you, as beneficiaries, with the Hub Account Provider, for the purposes of holding funds immediately following their withdrawal from Deposit Accounts but prior to their being used to acquire Electronic Money;

"Hub Account Provider" means a Deposit Taker of our choosing, as notified to you from time to time;

"Intermediary" means any financial adviser or other professional intermediary that may have introduced/directed you to the Services, and who may be appointed to act as your agent in relation to the Services;

"Joint Account" means an Account held in the name of two or more persons.

"Joint Account Holder" means any one or all persons (as applicable) in whose name a Joint Account is held.

"Nominated Account" means an account at a Deposit Taker or electronic money provider held by you in your name and notified to us in accordance with these Terms and Conditions.

"Payment Transaction" means an act initiated by the payer or payee of placing, transferring, or withdrawing funds, irrespective of any underlying obligations between the payer and the payee;

"Payment Service" refers to the services which Bondsmith is authorised to carry out under the Payment Service Regulations 2017;

"Regulatory Obligations" means each and every requirement and obligation which are or may be imposed upon you, us and/or any Deposit Taker by law, regulation, court order, and/or the requirement of a regulator of a competent jurisdiction;

"UK" means United Kingdom;

"Services" means the deposit management services that we provide to you under these Terms and Conditions;

"Terms and Conditions" has the meaning given in clause 1.1 of the General Terms;

“you”/“your” means the individual, charity, corporate or any other such entity to whom the Services are provided.

- 1.2 Any reference to any legislation, statute, rule, contract or any other document, is to such legislation, statute, rule, contract or other document as amended from time to time and as currently in force.
- 1.3 Any reference to “including” or “includes” in these Terms and Conditions shall be deemed to be a reference to “including without limitation”.
- 1.4 Any headings in these Terms and Conditions are provided for convenience only and shall not affect their interpretation.
- 1.5 Any reference to a person in these Terms and Conditions shall include bodies corporate, unincorporated associations, trusts, partnerships and individuals.
- 1.6 Unless the context requires otherwise, words used in these Terms and Conditions in the singular shall include the plural, and words used in these Terms and Conditions in the plural shall include the singular.
- 1.7 If at any time any provision of these Terms and Conditions is or becomes illegal, invalid, or incapable of being applied in any respect under the law of any jurisdiction, all other provisions of these Terms and Conditions will remain legal, valid and capable of being applied under the law of that jurisdiction as well as under any other applicable law.